

WILLIAM P HEASTON
SENIOR ATTORNEY
U S WEST COMMUNICATIONS, INC.
1801 CALIFORNIA SUITE 5100
DENVER CO 80202

JOHN S LOVALD
ATTORNEY AT LAW
OLINGER LOVALD ROBBENOLT MCCAHERN
PO BOX 66
PIERRE SD 57501-0066

COLLEEN E SEVOLD
MANAGER REGULATORY AFFAIRS
U S WEST COMMUNICATIONS, INC.
125 SOUTH DAKOTA AVENUE 8TH FLOOR
SIOUX FALLS SD 57194

DAVID A GERDES
ATTORNEY AT LAW
MAY, ADAM, GERDES & THOMPSON LLP
PO BOX 160
PIERRE SD 57501-0160

TAMARA A WILKA
ATTORNEY AT LAW
BOYCE MURPHY MCDOWELL & GREENFIELD
PO BOX 5015
SIOUX FALLS SD 57117-5015

Envelopes for TC97-016 & TC97-049.

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA**

IN THE MATTER OF THE INVESTIGATION OF) U S WEST'S SERVICE QUALITY) PERFORMANCE)	ORDER OPENING DOCKET TC97-016
--	--------------------------------------

On January 18, 1996, the South Dakota Public Utilities Commission's (Commission) Order Approving Stipulation and Addendum in Docket TC94-121 became effective. No parties to the action appealed the Order. The Stipulation and Agreement and Addendum allowed for a rate increase of \$2.45 for residential basic local exchange service and a price ceiling of \$19.35 and an increase of \$2.75 for business basic local exchange service with a price ceiling of \$38.40. As a part of its order, the Commission directed Staff to review U S WEST's service quality performance at the end of 12 months following the effective date of the increase. Based upon the Commission's approval of U S WEST's performance, a proposed second increase may be implemented at the end of 18 months from the first increase.

On February 11, 1997, at a regularly scheduled meeting, Commission Staff recommended that the Commission open a docket in order to review U S WEST's service quality performance.

The Commission has jurisdiction in this matter pursuant to SDCL Chapter 49-31. The Commission unanimously voted to open a docket to review U S WEST's service quality performance. It is therefore

ORDERED that a docket be opened to review U S WEST's service quality performance.

Dated at Pierre, South Dakota, this 20th day of February, 1997.

CERTIFICATE OF SERVICE

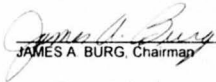
The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.

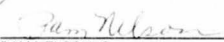
By

Date

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION


JAMES A. BURG, Chairman


PAM NELSON, Commissioner


LASKA SCHOENFELDER, Commissioner

South Dakota
Public Utilities Commission
State Capitol 500 E. Capitol
Pierre, SD 57501-5070
Phone: (800) 332-1782
Fax: (605) 773-3809

TELECOMMUNICATIONS SERVICE FILINGS

These are the telecommunications service filings that the Commission has received for the period of:

02/14/97 through 02/20/97

If you need a complete copy of a filing faxed, overnight expressed, or mailed to you, please contact Delaine Kolbo within five days of this filing.

DOCKET NUMBER	TITLE/STAFF/SYNOPSIS	DATE FILED	INTERVENTION DEADLINE
REQUEST FOR CERTIFICATION OF AUTHORITY			
TC97-015	Application by American Telecommunications Systems, Inc. for a Certificate of Authority to operate as a telecommunications company within the state of South Dakota. (Staff: TS/KC) Applicant is a switchless reseller which intends to offer 1+ direct dialing, 800 toll free, and travel card (no prepaid calling cards) service through the resale of telephone services provided by facilities-based interexchange carriers.	02/18/97	03/07/97
INVESTIGATION OF U S WEST COMMUNICATIONS SERVICE QUALITY PERFORMANCE			
TC97-016	On January 18, 1996, the Commission Order Approving Stipulation and Addendum in Docket TC94-121 became effective. No parties to the action appealed the Order. The Stipulation and Agreement and Addendum allowed for a rate increase to \$2.45 for residential basic local exchange service and a price ceiling of \$19.35 and an increase of \$2.75 for business basic local exchange service with a price ceiling of \$38.40. As a part of its order, the Commission directed Staff to review USWC's service quality performance at the end of 12 months following the effective date of the increase. Based upon the Commission's approval of USWC's performance, a proposed second increase may be implemented at the end of 18 months from the first increase. On February 11, 1997, at a regularly scheduled meeting, Commission Staff recommended that the Commission open a docket to review USWC's service quality performance. The Commission has jurisdiction in this matter pursuant to SDCL Chapter 49-31. The Commission unanimously voted to open a docket to review USWC's service quality performance.	02/20/97	03/07/97
NONCOMPETITIVE TELECOMMUNICATIONS FILINGS			
TC97-017	U S WEST Communications filed to place the loop portion of the Centrex 21 Analog Cation Line in its Exchange and Network Services Tariff. Centrex 21 is an offering targeted to small and medium sized businesses which incorporates value added voice features and functions in a standard package. USWC intends to implement this service on March 19, 1997. (Staff: DJ/CH)	02/20/97	03/07/97
FULLY COMPETITIVE TELECOMMUNICATIONS FILINGS			
NA	AT&T filed to introduce two promotions in its Message Telecommunications Service tariff. The 1-800 CALL ATT Promotion No. 1 and the AT&T Queen of Hearts Promotion. Both promotions are effective February 18, 1997.	02/14/97	NA
NA	WorldCom, Inc. filed to renew its WorldCom Advantage Plus II promotion. The promotion expires July 31, 1997.	02/14/97	NA

NA	LCI International Telecom Corp. filed to increase the usage rates associated with its Gold, Silver and Travel Cards. The revisions are effective February 19, 1997.	02/18/97	NA
NA	Touch 1 Communications, Inc. filed to introduce a flat-rate product entitled "Pure and Simple" and to make other text changes. The revisions are effective February 19, 1997.	02/18/97	NA
NA	CommuniGroup of K.C., Inc. filed to introduce a new service called "BusinessEdge Plus". The tariff is effective February 18, 1997.	02/18/97	NA
NA	Sprint Communications Company L.P. filed to "introduce \$4,000 commitment level for Business Sense; to reduce the dollar increment and price-per-minute for Sprint/Sam's Club Prepaid Calling Cards; to introduce \$100 Spree Instant FONCARD; to introduce VisaPhone Calling Card Service and Option Calling Plan; to change the discounts applicable to The Most", formerly named Option A Calling Plan; to eliminate FONCARD and Directory Assistance calls, including surcharges from being contributory to or eligible to receive The Most discounts; to correct FONCARD text; and to introduce Resale Solutions Payphone surcharges." The revisions are effective February 18, 1997.	02/18/97	NA
NA	AT&T filed to increase the Calling Card Service Charge on its 1-800 CALL ATT Promotion No. 1 in its Message Telecommunications Service tariff. The revision is effective February 19, 1997.	02/18/97	NA
NA	Sprint Communications Company L.P. filed to increase Sprint Sense Operator Services Off-Peak usage rate and to decrease Sprint Sense Operator Services Peak usage rate. The revisions are effective February 21, 1997.	02/20/97	NA
NA	AT&T filed to offer a \$300.00 coupon to participating customers of its SDN/VTNS IntraLATA Coupon Promotion. The offering is effective February 21, 1997.	02/20/97	NA

Important Notice: The Commission is compiling a list of internet addresses. If you have an internet address please notify the Commission by E-mailing it to Terry Norum at: terryn@pub.state.sd.us. Facing the address to the Commission at: 605-773-3809.

LAW OFFICES
MAY, ADAM, GERDES & THOMPSON LLP
503 SOUTH PIERRE STREET
P.O. BOX 160
PIERRE, SOUTH DAKOTA 57501-0160

February 25, 1997

GLENN A. MARTENS (BB-1963)
PAUL GOLDSTEIN (BB-1966)
WARREN A. MAY
THOMAS C. ADAM
DAVID A. GERDES
CHARLES W. THOMPSON
ROBERT B. ANDERSON
BRENT A. WILSON
TIMOTHY M. ENGEL
MICHAEL F. SHAW

TELEPHONE
605.224.8803
TELECOPIER
605.224.6289
FAX
dag@magi.com

HAND DELIVERED

Mr. William Bullard, Jr.
Executive Director
Public Utilities Commission
State Capitol
500 East Capitol
Pierre, South Dakota 57501

RECEIVED

FEB 25 1997

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

RE: THE INVESTIGATION OF U S WEST SERVICE QUALITY PERFORMANCE
Docket: TC97-016
Our file: 0175.27

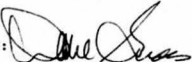
Dear Bill:

Enclosed are original and ten copies of a Petition to Intervene in the above-entitled matter, which please file in your usual manner. Also enclosed is an extra cover sheet which please date stamp and return to me in the enclosed self-addressed stamped envelope.

With a copy of this letter, I am sending a copy of this petition to the service list.

Yours truly,

MAY, ADAM, GERDES & THOMPSON LLP

BY: 

DAG:mw

Enclosures

cc/enc: Karen L. Clauson
Service List

RECEIVED

FEB 25 1997

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE INVESTIGATION)
OF U S WEST COMMUNICATIONS SERVICE)
QUALITY PERFORMANCE)

DOCKET NO. 97-016

PETITION TO INTERVENE

Pursuant to ARSD 20:10:01:15.02, MCI Telecommunications Corporation ("MCI") by its undersigned counsel petitions the Commission as follows:

1. MCI is a certificated communications company under the jurisdiction of the Commission.

2. The Commission has opened a docket to review the service quality performance of U S WEST Communications, Inc., ("U S WEST") pursuant to conditions for a rate increase stated in the Commission's order in Docket TC94-121. Such rate increases are subject to the provisions of the Federal Telecommunications Act. MCI plans in the near future to be a provider of local service in the state of South Dakota.

4. MCI has a direct interest in the outcome of this proceeding. As a long distance carrier of telecommunications services, and as a proposed entrant into the local service market, the proposed rate increase for U S WEST would have a direct financial impact on MCI and its ability to do business in South Dakota.

WHEREFORE MCI prays that the Commission permit its intervention and participation in this proceeding to examine and cross-examination witnesses and offer evidence on its own behalf.

Dated this 25th day of February, 1997.

MAY, ADAM, GERDES & THOMPSON LLP

BY: 
DAVID A. GERDES
Attorneys for MCI Telecommunications Corp.
503 South Pierre Street
P.O. Box 160
Pierre, South Dakota 57501-0160
Telephone: (605) 224-8803
Fax: (605) 224-6289

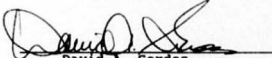
5

CERTIFICATE OF SERVICE

David A. Gerdes of May, Adam, Gerdes & Thompson LLP hereby certifies that on the 25th day of January, 1997, he mailed by United States mail, first class postage thereon prepaid, a true and correct copy of the foregoing Petition to Intervene in the above-captioned action to the following at their last known addresses, to-wit:

William P. Heaston
Senior Attorney
US WEST Communications, Inc.
1801 California, Room 5100
Denver, CO 80202

Thomas J. Welk
Boyce, Murphy McDowell &
Greenfield
P.O. Box 5015
Sioux Falls, SD 57117-5015



David A. Gerdes

LAW OFFICES
OLINGER, LOVALD, ROBBENNOLT & McCAHREN, P.C.

117 EAST CAPITOL

P.O. BOX 66

PIERRE, SOUTH DAKOTA 57501-0066

RONALD D. OLINGER
JOHN S. LOVALD
JAMES ROBBENNOLT
LEE C. "KIT" McCAHREN
WADE A. REIMERS

TELEPHONE 224-8851
AREA CODE 605
FAX 605-224-8269

March 4, 1997

RECEIVED

MAR 04 1997

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

William Bullard, Jr., Executive Director
SD PUC, State Capitol
500 E. Capitol
Pierre, SD 57501

RE: Docket TC97-016

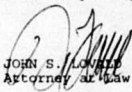
Dear Mr. Bullard:

Enclosed herewith please find original and 11 copies of AT&T Communications of the Midwest, Inc.'s Petition to Intervene with regard to the above-captioned docket.

Please furnish a file stamped copy to me.

Thank you.

Yours very truly,



JOHN S. LOVALD
Attorney at Law

JSL/le

Enclosure

RECEIVED

MAR 04 1997

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE INVESTIGATION) DOCKET TC97-016
OF U S WEST'S SERVICE QUALITY)
PERFORMANCE)
)
)
)

**AT&T COMMUNICATIONS OF THE MIDWEST, INC.'S
PETITION TO INTERVENE**

AT&T Communications of the Midwest, Inc. ("AT&T"), by and through its attorneys, requests, pursuant to ARSD 20:10:01:15.02, that it be permitted to intervene and be granted status as a party in the above matter. In support of its petition to intervene, AT&T states as follows:

1. The Commission has opened a docket to review U S West Communications, Inc. ("U S WEST") service quality performance.

2. AT&T is a telecommunications company certified by this Commission to do business in the State of South Dakota, and as a customer of U S WEST is vitally interested in the service performance quality level maintained by U S WEST.

3. AT&T has a significant interest in participating in this docket in order to protect its ability to provide quality long

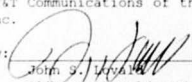
distance service and local exchange service within the State of South Dakota.

WHEREFORE, AT&T respectfully requests that this Commission grant AT&T's petition to intervene and grant AT&T status as a party to this proceeding.

DATED March ~~27th~~, 1997

Respectfully submitted,

AT&T Communications of the Midwest,
Inc.

By: 

John G. Lysak
Olinger, Lovald, Robbennolt &
McCahren, P.C.
117 E. Capitol, PO Box 66
Pierre, SD 57501
(605) 224-8851

Maria Arias-Chapleau, Esq.
Mary Tribby, Esq.
AT&T Law Department
1875 Lawrence St.
Denver, Colorado 80202
(303) 298-6508

Glenn E. Solomon
Sidley & Austin
555 W. 5th Street, 40th Floor
Los Angeles, CA 90013-2007
(213) 896-6611

CERTIFICATE OF SERVICE

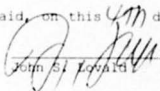
I HEREBY CERTIFY that I have served a true and correct copy of AT&T COMMUNICATIONS OF THE MIDWEST, INC.'S PETITION TO INTERVENE upon the following:

William P. Heaston, Chief Counsel
U S West Communications, Inc.
1801 California, Suite 5100
Denver, Colorado 80202

Thomas J. Welk
Tamara A. Wilka
Boyce Murphy McDowell
PO Box 5015
Sioux Falls, SD 57117-5051

David A. Gerdes
Attorney at Law
May, Adam, Gerdes & Thompson, LLP
Pierre, SD 57501-0160

by first class mail, postage prepaid, on this ^{4th} day of March, 1997.


John S. Lovard

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE COMPLAINT FILED)	FINDINGS OF FACT,
BY CATHY FEICKERT AGAINST U S WEST)	CONCLUSIONS OF LAW,
COMMUNICATIONS, INC. REGARDING THE)	ORDER AND NOTICE OF
INSTALLATION OF TELEPHONE SERVICE)	ENTRY OF ORDER
	TC96-174

On September 30, 1996, the Public Utilities Commission (Commission) received a Complaint from Cathy Feickert, 38493-132 Street, Aberdeen, SD 57401 (Complainant) against U S WEST Communications, Inc. (U S WEST) alleging delays in installation of telephone service and excessive construction costs.

By order dated November 5, 1996, the Commission found probable cause of an unlawful or unreasonable act, rate, practice, or omission and ordered U S WEST to answer the complaint. U S WEST answered the complaint on November 22, 1996. A hearing on this matter was held on February 18, 1997.

The Commission having examined the evidence of record and being fully informed in the matter now makes the following Findings of Fact and Conclusions of Law.

FINDINGS OF FACT

I

In November of 1995, Complainant had a ready-built home moved on to her land Tr. at 9, lines 1-3. This is located one mile and a half west of the Ramkota in Aberdeen, SD. Id. lines 20-22.

II

In the first part of December, 1995, Complainant inquired about telephone service and put in an order for telephone service. Id. line 22 to 10, line 3. The Complainant was informed by U S WEST that there would be no problem getting service and that there would be no additional charge to Complainant. Tr. at 10, lines 4-11.

III

In January of 1996, Complainant called U S WEST to ensure all information gathered was correct. Id. lines 12-14. Complainant informed U S WEST that there was no prior service at this new home. Id. lines 13-14.

IV

In February, Complainant called to make arrangements for dual service. An order was put in for a connection date of February 23, 1996. Id. lines 18-21.

V

On February 26, 1996, Complainant called U S WEST to inquire why she did not have dual service at her new home. Id. lines 22-25. Complainant was informed that there weren't any lines available and that she would have to pay an excess construction fee of approximately \$1,100.00 before U S WEST would install telephone service. Id. line 24 to 11, line 6. This fee was later reduced to \$570.84. Tr. at 11, lines 5-6.

VI

The Complainant moved into her new home on April 6, 1996. Tr. at 32, lines 2-3.

VII

During the months of April, May, and June of 1996, Complainant contacted numerous people at U S WEST inquiring why she was not getting telephone service at her new home. Tr. at 11, lines 20-23. She was informed that no work was to begin until U S WEST was able to secure signed easements, that U S WEST did not have the cable, and that she needed to pay the excess construction fee. Id. line 23 to 12, line 3. However, she did not receive the bill for the excess construction fee until May of 1996 and she paid it before the due date. Tr. at 11, lines 12-15.

VIII

U S WEST testified that permission was needed to lay cable across land and that steps were taken to seek a right-of-way. Tr. at 75, lines 10-16. The parties owning the land lived outside of South Dakota. Id. lines 17-22. The firm hired for U S WEST to get the right-of-way and perform the work attempted to secure the signed agreements from the two landowners. Id. line 23 to 76, line 3. Tr. at 77, lines 6-8.

IX

The Complainant and her husband were forced to use a cellular phone from husband's business to handle personal as well as business obligations. Tr. at 14, line 7. Complainant also had to make numerous trips to town because the use of the cellular phone was not feasible. Tr. at 13, lines 2-3.

X

U S WEST offered Complainant the use of a cellular phone during the latter part of June, 1996. Tr. at 12, lines 6-8. Complainant refused this offer based on the fact that Complainant and husband were going to be on vacation in Canada. Id., lines 8-17. U S WEST reimbursed Complainant \$180.00 for usage of her husband's cellular business phone. Tr. at 15, line 23 to 16, line 3.

XI

Complainant was without telephone service for 81 days. Tr. at 14, lines 20-21.

XII

Due to lack of telephone service at the new home, Complainant incurred expenses for postage, mailings, mileage to and from work, and other business-related expenses, in the amount of \$1274.97. Exhibit 4, Tr. at 13, lines 1-25.

CONCLUSIONS OF LAW

The Commission has jurisdiction over this matter pursuant to SDCL Chapters 1-26, 49-13, 49-31, and ARSD 20.10.01.

I

Pursuant to SDCL 49-13-14.1, a telecommunications company that permits any act or thing, or omits to do any act or thing required to be done, is liable to the person injured thereby for the amount of damages sustained in consequence of any such violation.

II

U S WEST failed to take the necessary steps in providing service to the Complainant in a timely manner. Pursuant to SDCL 49-13-14.1, U S WEST is liable to Complainant for damages sustained due to U S WEST committing an unlawful or unreasonable act, rate, practice, or omission by not providing service to the Complainant in a timely manner.

III

The Commission finds that U S WEST committed an unlawful or unreasonable act, rate, practice, or omission by not providing service to the Complainant in a timely manner, and shall pay the Complainant \$1274.97 in damages.

3

13

Based on the foregoing Findings of Fact and Conclusions of Law, it is therefore

ORDERED, that U S WEST shall pay the Complainant \$1274.97 in damages incurred for lack of phone service.

ORDERED, that this record be included in docket TC97-016, which has been opened to review of U S WEST's service quality performance.

Pursuant to SDCL 1-26-32, this Final Decision and Order becomes effective 10 days after the date of receipt or failure to accept delivery of the decision of the parties.

NOTICE OF ENTRY OF ORDER

PLEASE TAKE NOTICE that this Final Decision and Order in Docket TC96-174 was duly entered on this 2nd day of April, 1997 and filed in the Commission's dockets.

Dated this 2nd day of April, 1997.

CERTIFICATE OF SERVICE	
The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.	
By	<u>Aldine Kaito</u>
Date	<u>4/2/97</u>
(OFFICIAL SEAL)	

BY ORDER OF THE COMMISSION

James A. Burg
JAMES A. BURG, Chairman

Pam Nelson
PAM NELSON, Commissioner

Laska Schoenfelder
LASKA SCHOENFELDER, Commissioner

4

14

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE INVESTIGATION OF)
U S WEST COMMUNICATIONS, INC.'S)
SERVICE QUALITY PERFORMANCE)

ORDER GRANTING
INTERVENTIONS

TC97-016

On February 20, 1997, the Public Utilities Commission (Commission) opened this docket to review U S WEST's service quality performance pursuant to the Commission's Order Approving Stipulation and Addendum in Docket TC94-121. In that docket, the Commission approved a rate increase for residential and business basic local exchange service. The Commission further decided that a proposed second increase may be implemented at the end of 18 months from the first increase depending on U S WEST's service quality performance. The Commission directed the Commission staff to review U S WEST's service quality performance at the end of 12 months following the effective date of the increase. The Commission set an intervention deadline of March 7, 1997, for this docket.

The Commission has jurisdiction in this matter pursuant to SDCL Chapters 1-26, 49-13, and 49-31.

On February 25, 1997, MCI Telecommunications Corporation (MCI) filed a Petition to Intervene, and on March 4, 1997, AT&T Communications of the Midwest, Inc. (AT&T) filed a Petition to Intervene.

At its regularly scheduled April 15, 1997, meeting, the Commission found that the Petitions to Intervene were timely filed and demonstrated good cause to grant intervention. It is therefore

ORDERED, that MCI's and AT&T's Petitions to Intervene are granted.

Dated at Pierre, South Dakota, this 25th day of April, 1997.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.

By Nelda K. Kabis

Date 4/28/97

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION

James A. Burg
JAMES A. BURG, Chairman

Pam Nelson
PAM NELSON, Commissioner

Laska Schoenfelder
LASKA SCHOENFELDER, Commissioner

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE INVESTIGATION OF)	ORDER FOR AND NOTICE
U S WEST COMMUNICATIONS, INC.'S)	OF PROCEDURAL
SERVICE QUALITY PERFORMANCE)	SCHEDULE AND HEARING
	TC97-016

On February 20, 1997, the Public Utilities Commission (Commission) opened this docket to review U S WEST's service quality performance pursuant to the Commission's Order Approving Stipulation and Addendum in Docket TC94-121. In that docket, the Commission approved a rate increase for residential and business basic local exchange service. The Commission further decided that a proposed second increase may be implemented at the end of 18 months from the first increase depending on U S WEST's service quality performance. The Commission directed the Commission staff to review U S WEST's service quality performance at the end of 12 months following the effective date of the increase. The Commission set an intervention deadline of March 7, 1997, for this docket.

On February 25, 1997, MCI Telecommunications Corporation (MCI) filed a Petition to Intervene, and on March 4, 1997, AT&T Communications of the Midwest, Inc. (AT&T) filed a Petition to Intervene.

By Order dated April 28, 1997, the Commission granted both Petitions to Intervene.

The procedural schedule for testimony and a hearing on this matter shall be as follows:

<u>DATE</u>	<u>PROCEDURAL SCHEDULE</u>
May 16, 1997	U S WEST's prefiled testimony due
May 30, 1997	Staff and intervenor prefiled testimony due
June 5-6, 1997	Hearing commencing at 9:00 A.M. on June 5, 1997, and continuing through June 6, 1997, in Room 412 of the State Capitol Building, Pierre, South Dakota

The Commission has jurisdiction in this matter pursuant to SDCL Chapter 1-26, 49-13 and 49-31. The Commission may rely upon any or all of these or other laws of this state in making its determination.

The issue is whether based upon the Commission's investigation of U S WEST's service quality performance from February 12, 1996, to February 11, 1997, a second rate

increase, scheduled to be implemented at the end of 18 months from the first increase, may be implemented (in whole or in part), delayed or rejected.

The hearing is an adversary proceeding conducted pursuant to SDCL Chapter 1-26. All parties have the right to attend and represent themselves or be represented by an attorney. However, such rights and other due process rights shall be forfeited if not exercised at the hearing. If you or your representative fail to appear at the time and place set for the hearing, the Final Decision will be based solely on testimony and evidence provided, if any, during the hearing or a Final Decision may be issued by default pursuant to SDCL 1-26-20.

The Commission, after examining the evidence and hearing testimony presented by the parties, shall make Findings of Fact, Conclusions of Law, and a Final Decision. As a result of the hearing the Commission may implement (in whole or in part), delay, or reject the second increase pursuant to its decision in TC94-121. The Final Decision made by the Commission may be appealed by the parties to the Circuit Court and the South Dakota Supreme Court as provided by law. It is therefore

ORDERED that the procedural schedule specified above shall be followed by all parties; it is

FURTHER ORDERED that a hearing shall be held at the time and place specified above

Pursuant to the Americans with Disabilities Act, this hearing is being held in a physically accessible location. Please contact the Public Utilities Commission at 1-800-332-1782 at least 48 hours prior to the hearing if you have special needs so arrangements can be made to accommodate you.

Dated at Pierre, South Dakota, this 6th day of May, 1997.

CERTIFICATE OF SERVICE	
The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.	
By	<u>William Bullard</u>
Date	<u>5/6/97</u>
(OFFICIAL SEAL)	

BY ORDER OF THE COMMISSION:
Commissioners Burg, Nelson and
Schoenfelder

William Bullard
WILLIAM BULLARD, JR.
Executive Director

BOYCE, MURPHY, McDOWELL & GREENFIELD, L.L.P.
ATTORNEYS AT LAW

RECEIVED

MAY 14 1997

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

(continued) D. Murphy
Russell B. Greenfield
David J. Vickers
Gary J. Paulsen
Vance R.F. Goldammer
Thomas J. Welk
Terry N. Pondergast
James E. McMahon
Douglas J. Harsh
Michael S. McKnight
Gregg S. Greenfield
Tamara A. Wells
Roger A. Sudbeck
Caroline A. Thompson
Lisa Hansen-Meyer

Norwest Center, Suite 600
101 North Phillips Avenue
Sioux Falls, South Dakota 57104
P.O. Box 5015
Sioux Falls, South Dakota 57117-5015

Telephone 605 336-2424
Facsimile 605 334-0618

J.W. Boyce (1884-1915)
John S. Murphy (1924-1964)

May 12, 1997

William Bullard, Executive Director
S.D. Public Utilities Commission
500 E. Capitol
Pierre, SD 57501

Re: In the Matter of the Investigation of U S West Communications, Inc.'s Service Quality
Performance (TC97-016)
Our File No. 2104-97-016

Dear Mr. Bullard:

Enclosed please find for filing our firm's original Notice of Appearance in this matter
together with the Certificate of Service.

Sincerely yours,

BOYCE, MURPHY, McDOWELL &
GREENFIELD, L.L.P.



Thomas J. Welk

TJW/vjj
Enclosure

cc: William Heaston
Jon Lehner
John Lovald
Glenn E. Solomon

Mary Arias-Chapleau
Mary B. Tribby
David A. Gerdes
Camron Hoseck

BOYCE, MURPHY, McDOWELL & GREENFIELD, L.L.P.
ATTORNEYS AT LAW

Jerome D. Murphy
Russell B. Greenfield
David J. Vickers
Gary J. Pashley
Vance R. C. Goldammer
Thomas J. Wells
Terry N. Prudenberger
James E. McNamee
Douglas J. Hark
Michael S. McKnight
Gail A. Greenfield
Teresa A. Wilke
Roger A. Sudbeck
Caroline A. Thompson
Lisa Hansen-More

Norwest Center, Suite 600
101 North Phillips Avenue
Sioux Falls, South Dakota 57104
P.O. Box 5015
Sioux Falls, South Dakota 57117-5015

Telephone 605 336-2424
Facsimile 605 334-0618

RECEIVED

MAY 14 1997

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

Of Counsel
John R. McDowell

J.W. Boyce (1884-1915)
John S. Murphy (1924-1964)

May 12, 1997

John S. Lovald
Olinger, Lovald, Robbenolt
& McCahren, P.C.
117 East Capitol, P.O. Box 66
Pierre, SD 57501

Glenn E. Solomon
Sidley & Austin
555 W. 5th Street, 40th floor
Los Angeles, CA 90013-2007

Mary Arias-Chapleau
Mary B. Tribby
AT&T Law Department, 15th floor
1875 Lawrence Street
Denver, CO 80202

David A. Gerdes
May, Adam, Gerdes & Thompson LLP
503 S. Pierre Street
P.O. Box 160
Pierre, SD 57501-0160

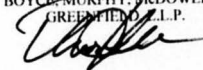
✓ Camron Hoseck, Staff Attorney
S.D. Public Utilities Commission
500 E. Capitol
Pierre, SD 57501

Re: In the Matter of the Investigation of U S West Communications, Inc.'s Service Quality
Performance (TC97-016)
Our File No. 2104-97-016

Dear Counsel:

Enclosed please find our firm's Notice of Appearance in the above referenced matter. This is intended
as service upon you by mail.

Sincerely yours,
BOYCE, MURPHY, McDOWELL &
GREENFIELD, L.L.P.



Thomas J. Welk

TJW/vjj
Enclosure

cc: William P. Heaston
Jon Lehner

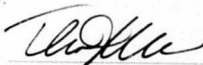
BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE INVESTIGATION	)	
OF U S WEST COMMUNICATIONS, INC.'S	)	TC97-016
SERVICE QUALITY PERFORMANCE	)	NOTICE OF APPEARANCE
	)	

TO: AT&T COMMUNICATIONS OF THE MIDWEST, INC., AND ITS ATTORNEYS,
JOHN S. LOVALD, MARIA-ARIAS CHAPLEAU, MARY B. TRIBBY AND
GLENN E. SOLOMON, MCI TELECOMMUNICATIONS CORP., AND ITS
ATTORNEY, DAVID A. GERDES, AND THE SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION, AND ITS ATTORNEY, CAMRON HOSECK.

Notice is hereby given that the undersigned now also appear as attorneys of record for
U S West Communications, Inc., in the above-captioned matter.

Dated this 12th day of May, 1997.



Thomas J. Welk
Tamara A. Wilka
BOYCE, MURPHY, MCDOWELL &
GREENFIELD, L.L.P.
P.O. Box 5015
Sioux Falls, SD 57117-5015
(605)336-2424

Attorneys for U S West
Communications, Inc.

CERTIFICATE OF SERVICE

I, Thomas J. Welk, do hereby certify that I am a member of the law firm of Boyce, Murphy, McDowell & Greenfield, and on the 12th day of May, 1997, I mailed a true and correct copy of Notice of Appearance to the following by U.S. mail, postage prepaid thereon.

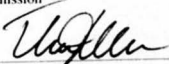
John S. Lovald
Olinger, Lovald, Robbenmolt & McCahren
117 East Capitol
P.O. Box 66
Pierre, SD 57501-0066

Maria Arias-Chapleau
Mary B. Tribby
AT&T Communications of the Midwest, Inc.
1875 Lawrence Street, Room 1575
Denver, CO 80202

Glenn E. Solomon
Sidley & Austin
555 W. 5th Street, 40th floor
Los Angeles, CA 90013-2007
(213) 896-6611

David A. Gerdes
503 South Pierre Street
P.O. Box 160
Pierre, SD 57501-0160
(605) 224-6289

Camron Hoseck
South Dakota Public Utilities Commission
500 E. Capitol
Pierre, SD 57501



Thomas J. Welk

U S WEST, Inc.
1801 California Street, Suite 5100
Denver, Colorado 80202
303 672-2810
Facsimile 303 295-7099

William P. Heaston
Senior Attorney

USWEST

VIA OVERNIGHT DELIVERY

May 15, 1997

RECEIVED

MAY 16 1997

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Mr. William Bullard, Jr.
Executive Director
South Dakota Public Utilities Commission
State of South Dakota
500 East Capitol Avenue
Pierre, South Dakota 57501

**Re: In The Matter of the Investigation of U S WEST's Service Quality
Performance
Docket No. TC97-016**

Dear Mr. Bullard:

Enclosed for filing in the above-referenced docket is an original and ten (10) copies of prefiled Testimony of Jon Lehner on behalf of U S WEST Communications, Inc.

Please file stamp the enclosed extra copy of this letter and return to me in the enclosed self-addressed stamped envelope. Thank you.

Yours truly,



William P. Heaston

WPH:mb
Enclosures

BEFORE THE
PUBLIC UTILITIES COMMISSION
STATE OF SOUTH DAKOTA

RECEIVED

MAY 16 1997

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

IN THE MATTER OF THE INVESTIGATION) DOCKET TC97-016
OF U S WEST'S SERVICE QUALITY)
PERFORMANCE)

U S WEST COMMUNICATIONS, INC.

DIRECT TESTIMONY

OF

JON LEHNER

Filed May 23, 1997

EXHIBIT

23

1

1 Q. PLEASE STATE YOUR NAME AND ADDRESS.

2 A. My name is Jon Lehner. My business address is 125 South Dakota Avenue,
3 Sioux Falls, SD 57194.

4

5 Q. WHAT ARE YOUR RESPONSIBILITIES WITH U S WEST
6 COMMUNICATIONS?

7 A. I am Director of Regulatory Affairs for U S WEST Communications (USWC) in
8 South Dakota. In that position I am responsible for filing and administering
9 USWC's tariffs and price catalogs and for representing USWC in matters
10 before the Public Utilities Commission.

11

12 Q. WHAT EXPERIENCE AND EDUCATION BACKGROUND DO YOU BRING
13 TO THIS POSITION?

14 A. Prior to assuming this position in 1982, I held managerial positions in central
15 office switching, outside plant, business office operations, and budget
16 planning. I have a Bachelor and Master of Science Degree in Mathematics
17 from the South Dakota School of Mines.

18

19 Q. HAVE YOU PREVIOUSLY TESTIFIED BEFORE THE SOUTH DAKOTA
20 PUBLIC UTILITIES COMMISSION?

21 A. Yes. I have testified several times before the South Dakota Public Utilities
22 Commission in formal hearings and rulemaking proceedings.

1

2 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

3 A. I will provide information on U S WEST's service in support of the TC94-121
4 order and agreement. I intend to show that since the Commission approved
5 the Stipulation in the TC94-121 docket, the key service measures indicate
6 that service for our South Dakota customers has significantly improved.

7

8 Q. CAN YOU BRIEFLY DESCRIBE THE HISTORY OF THE 121 AGREEMENT?

9 A. Because Residence local prices have been historically set below cost, even
10 using cost standards established by the South Dakota Commission, U S
11 WEST sees a need to move those prices closer to their actual cost. To
12 accomplish that goal, we began discussions with the PUC Staff in early 1993
13 in an effort to develop a plan to accomplish our pricing goals and at the same
14 time meet certain goals of the Commission, many of which were generated by
15 customer interest in new services such as Caller ID and Distance Learning.
16 The discussions with Staff ultimately concluded in an agreement that called
17 for U S WEST to invest in excess of \$25 million in South Dakota over five
18 years for new services and network enhancements that include:

- 19 • Caller ID Services
- 20 • Distance Learning Initiative
- 21 • Elimination of 2- and 4-party Service
- 22 • Network technology enhancements such as ATM

(Asynchronous Transfer Mode) switches, Frame Relay,
and SONET (Synchronous Optical Network)

- Local access (no long distance charge) to an
internet service
- Local fiber additions within certain exchanges

In return, U S WEST would be allowed to increase Residence rates by \$2.10 initially, which included 60¢ for the folding of Touchtone with basic service (one-half the actual revenue foregone with Touchtone), and another \$2.10 eighteen months later (60¢ of this to cover the second half of the Touchtone folding). The final phase of the plan calls for increases up to a ceiling of \$19.35 which would occur 18 months after the second increase. Business would increase by \$2.40 initially (90¢ for Touchtone) and then another 90¢ eighteen months later for the second half of Touchtone. In addition, customers living outside the base rate were being charged an extra \$3.00 monthly. This charge was eliminated and a 35¢ charge was added to each access line to recover the lost revenue.

Q. WAS THE AGREEMENT WITH STAFF APPROVED?

A. After hearings on September 19, 1995, the Commission declined to approve the Agreement with Staff, citing concerns about U S WEST's service quality. The Commission directed the Staff and U S WEST to develop service standards that would be tied to the price increases in its October 16, 1995 order [Exhibit A].

1

2 Q. WERE SERVICE STANDARDS DEVELOPED AS THE COMMISSION
3 ORDERED?

4 A. Yes. After two months of intense discussions with Staff and U S WEST, the
5 parties did agree on a set of service issues that would be measured on a
6 monthly basis with goals or standards set. The service issues to be
7 measured were primarily focused on service provisioning (installation) and
8 service repair--issues the Staff expressed concern about in our discussions.
9 (See Exhibit B, Service Standards Agreement with Staff)

10

11 Q. WAS THERE AN AREA OF PARTICULAR CONCERN TO THE
12 COMMISSION DURING THESE DISCUSSIONS?

13 A. Yes. Because of complaints around requests for new service that were
14 delayed for lack of cable facilities, what U S WEST calls "Held Orders", much
15 of the discussion with Staff dealt with that problem. In the Service Standards
16 Agreement with Staff, that issue was to be measured under the title of Service
17 Intervals Met Within Two Business Days.

18

19 Q. WHAT OTHER SERVICE ISSUES WERE OF CONCERN TO THE
20 COMMISSION?

21 A. Repair issues were discussed at length, with primary focus around the
22 number of trouble reports by customers, called Report Rate, and the amount

1 of time taken to fix customer trouble reports, measured by the percentage of
2 Out of Service trouble reports Cleared Within 24 Hours.

3

4 Q. WHAT ELSE WAS INCLUDED IN THE SERVICE STANDARDS
5 AGREEMENT?

6 A. The Commission was interested in measuring what are called "Special"
7 service requests, which in general terms are orders for service other than
8 normal "dial tone" orders, usually by Business customers. These services
9 include Centrex, ISDN (Integrated Services Digital Network), dedicated
10 circuits, etc. Also included in the Agreement were two measurements of how
11 quickly U S WEST answers its calls to the Business Office on requests for
12 service and the Repair Bureau for trouble reports. Both of these
13 measurements had experienced significant delay problems in the 1993-94
14 time frame due to recentering of offices. The measurements were designed
15 to report the percentage of calls to the two offices answered in 20 seconds or
16 less.

17

18 Q. WERE ANY OTHER ISSUES ADDRESSED IN THE SERVICE STANDARDS
19 AGREEMENT?

20 A. Yes. U S WEST Communications also agreed to implement a Service
21 Guarantee Plan for missed commitments and a cellular program for
22 customers whose orders were held while waiting for facilities.

1

2 Q. WERE GOALS (STANDARDS) PART OF THE SERVICE AGREEMENT?

3 A. Yes. After much negotiation, goals or standards were set for each of the
4 measurements. These goals called for significant improvements in most
5 items to be measured. In one instance, trouble report rate, the goal set was
6 to maintain an already exceptional result, one of the best in the 14 U S WEST
7 states.

8

9 Q. WHAT WAS THE SIGNIFICANCE OF THESE GOALS/STANDARDS?

10 A. The Service Agreement provided for a complex measuring plan that used the
11 standards set for each service category to develop an overall percentage of
12 achievement. Based on this percentage, U S WEST would be allowed to
13 implement a portion or all of the scheduled second increase, i.e., it could be
14 penalized for some or all of the scheduled increase. Not at risk in this
15 agreement was the second half of the Touchtone "fold in" worth 60¢/month for
16 Residence customers and 90¢/month for Business customers.

17

18 Q. WERE THERE ANY OTHER SERVICE CONCERNS BEFORE THE
19 COMMISSION AT THIS TIME?

20 A. During the summer and early fall of 1995, U S WEST experienced three major
21 "fiber cuts" on its backbone facilities connecting towns in South Dakota.
22 Known as interexchange facilities, U S WEST uses a combination of fiber and
23 copper cable along with microwave transmission to connect its central office

1 (local) switches. Riding on these facilities are Long Distance, Switched
2 Access services for other long distance companies, and dedicated circuits
3 used by private business and long distance companies. The fiber ring that
4 serves eastern South Dakota was cut twice in the summer of 1995, once by a
5 contractor, and once by a mud slide at Chamberlain. A third cut occurred in
6 the fall of 1995 when a fiber cable was severed by vandals using a rifle at the
7 Cheyenne River I90 bridge. All three cuts resulted in service impairments,
8 with the first cut at Mitchell causing the most disruption. Subsequent actions
9 to diversify circuits, particularly toll and Switched Access, resulted in less
10 disruption for customers in the later fiber cuts.

11
12 Q. DID THE INVESTMENT PLAN OFFERED BY U S WEST AS PART OF THE
13 AGREEMENT WITH STAFF ADDRESS THE CONCERNS AROUND THESE
14 FIBER CUTS?

15 A. Yes they did. One of the significant network enhancements included in the
16 Investment Plan called for the installation of equipment on the interexchange
17 fiber network that would make equipped circuits "self healing", i.e., a
18 technology called "survivable rings" that literally allows circuits to reverse
19 themselves if the fiber is cut at any point.

20
21 Q. DID THE COMMISSION ACCEPT THE SERVICE STANDARDS
22 PRESENTED BY STAFF AND U S WEST?

1 A. No. In their order dated January 8, 1996 [Exhibit C], the Commission refused
2 to approve the Service Standards Agreement with Staff and U S WEST. In
3 their order, the Commission did approve the original agreement calling for the
4 Investment Plan and price increases, but said they did not accept the service
5 standards requested in their earlier order.

6
7 Q. DID THE COMMISSION SET ANY SERVICE STANDARDS AS PART OF
8 THEIR ORDER APPROVING THE AGREEMENT?

9 A. No. They set no standards but said they would evaluate U S WEST's service
10 performance twelve months after the first increase, which occurred on
11 February 12, 1996, before approving the second increase scheduled as part
12 of the approved Agreement. The second increase is scheduled to occur 18
13 months after the first increase, or August 12, 1997.

14
15 Q. WHAT HAS HAPPENED WITH U S WEST'S SERVICE IN SOUTH DAKOTA
16 IN THE PAST YEAR?

17 A. By virtually all measures, including those negotiated with Staff and not
18 accepted by the Commission, service has improved, and in many cases
19 dramatically from the 1994 and 1995 period.

20
21 Q. HAS U S WEST PROVIDED SERVICE RESULTS TO THE COMMISSION?

22 A. Yes we have. We have provided monthly results on all the issues identified
23 by Staff in the negotiated service standards and, in addition, have provided

1 results that directly focus on Held Orders, orders missed because we did not
2 have facilities available when requested by our customers.

3

4 Q. CAN YOU SUMMARIZE THE RESULTS FOR 1996?

5 A. Yes. Since the Commission order calls for reviewing service results for the 12
6 months following the first price increase (February 12, 1996), 1996 will
7 actually include the last 11 months of 1996 and the first month of 1997. The
8 results of the measured categories are summarized in the following Q & As.

9

10 Q. WHAT PERCENTAGE OF ORDERS FOR PROVISIONING (INSTALLATION)
11 MET THE TWO-DAY SERVICE INTERVAL?

12 A. For provisioning (installation), the percentage of requests met in two-days was
13 81% [Exhibit D], exceeding the Service Agreement Standard of 80%.
14 Included in these results are orders from customers who have requested a
15 due date greater than two days. Therefore, a large percentage of orders not
16 worked in two days that are included in this report represent customer
17 requests for installation beyond two days.

18

19 Q. WHAT HAPPENED WITH HELD ORDERS?

20 A. Held Orders for lack of facilities for the primary line dropped from an end of
21 January, 1996 of 57 to 26 at the end of January, 1997. Average monthly
22 totals (averaging the month-end total for all twelve months) dropped from 96
23 for the twelve months ending January, 1996 to 64 for the twelve months

1 ending January, 1997. Held Orders over 30 days, included in the above
2 results, showed similar dramatic improvement, dropping from 37 at the end of
3 January, 1996 to 11 at the end of January, 1997. The month-end average
4 totals for these was down from 53 in 1995 to 35 in 1996 [Exhibit E 1-2].
5

6 Q. HOW DO HELD ORDER RESULTS COMPARE TO REQUESTS FOR
7 SERVICE?

8 A. In 1996 U S WEST processed over 334,000 requests in South Dakota for new
9 or changed service, an increase of 18% from 1995. The number of Held
10 Orders has been dropping while demand for service is growing dramatically.
11

12 Q. WHAT ABOUT REPAIR RESULTS?

13 A. The total Report Rate (customer reported trouble per 100 access lines)
14 averaged 1.02 for 1996, well below the 2.0 target in the Staff agreement.
15 [Exhibit F]. There is no comparison for this result in 1995 because the
16 reporting structure was different in 1995.
17

18 Q. WHAT HAPPENED WITH OUT OF SERVICE CLEARED IN LESS THAN 24
19 HOURS?

20 A. This result improved from 1995's average of 65.9% to 72.5% in 1996 [Exhibit
21 G]. The goal for this service category was 75% for 1996. It should be noted
22 that the severe ice storms of November, 1996 and the ongoing effects of
23 those storms into December, 1996 lowered this result somewhat. Had those

1 months been "normal," our results would have been even better and the 75%
2 goal would likely have been achieved.

3

4 Q. WHAT WERE THE RESULTS FOR ANSWERING IN 20 SECONDS AT
5 YOUR REPAIR BUREAU AND BUSINESS OFFICE?

6 A. In both cases the 1996 results were dramatically improved over 1995 with an
7 average of 94% answered in 20 seconds for the Business Office and 89% for
8 Repair [Exhibit H].

9

10 Q. WHAT ABOUT THE INTEREXCHANGE FIBER NETWORK? WERE THE
11 ENHANCEMENTS CALLED FOR IN THE INVESTMENT PLAN
12 IMPLEMENTED?

13 A. Yes. In addition to completing several segments of fiber that created a
14 physical ring of fiber connecting all our major switches in eastern South
15 Dakota, we installed the self-healing enhancements to the fiber rings in late
16 1996 that provided a survivable network for circuits on the ring.

17

18 Q. HAS THAT SURVIVABLE FEATURE BEEN TESTED?

19 A. Yes. More importantly, during the spring floods this year, a section of the
20 fiber ring north of Pierre was severed at a river crossing. Thanks to the
21 survivable ring technology, toll and access circuits continued to function by
22 reversing their path on the ring.

1

2 Q. YOU MENTIONED THE INVESTMENT PLAN IN YOUR PREVIOUS
3 DISCUSSION. WHAT IS THE STATUS OF IMPLEMENTATION FOR THAT
4 PLAN?

5 A. In addition to completing the survivable ring technology, U S WEST has
6 completed installation of Caller ID Services in all of its South Dakota
7 exchanges, well in advance of the targeted completion of the end of 1997. As
8 committed, U S WEST also provided local dial up (no toll charge) access to
9 the internet in 1996.

10

11 Q. WHAT IS THE STATUS OF THE NETWORK ENHANCEMENTS SUCH AS
12 ATM, FRAME RELAY AND SONET?

13 A. The Frame Relay and SONET additions were completed in 1996, well ahead
14 of the scheduled completion due at the end of 1997. The ATM technology is
15 due for completion late in 1997. Also, the addition of Special Metallic Access
16 System (SMAS) and Digital Access and Crossconnect System (DACS)
17 technology (network management systems) has either been completed or is
18 due for completion on schedule.

19

20 Q. HOW ABOUT THE ELIMINATION OF TWO- AND FOUR-PARTY LINES?

21 A. Work was begun on that in 1996, primarily in the Aberdeen exchange, where
22 we had a very large number of multi-party customers. That part has been

1 completed and the remainder of the project is scheduled to complete over the
2 five years of the Investment Plan.

3
4 Q. WHAT IS THE STATUS OF THE DISTANCE LEARNING INITIATIVE?

5 A. U S WEST made \$1.7 million available to public schools in its territory. All
6 school districts in U S WEST territory have been contacted. So far 26 of the
7 34 have signed agreements or have indicated that they desire to sign
8 agreements. Negotiations continue with the other schools.

9
10 Q. OVERALL, HAS U S WEST MET ITS COMMITMENT TO THE COMMISSION
11 FOR THE INVESTMENT PLAN?

12 A. Yes it has. All commitments have been met thus far with several projects
13 completed well in advance of the committed date.

14
15 Q. HOW DOES THE INVESTMENT PLAN FIT INTO THE RECENTLY PASSED
16 GOVERNOR'S TELECOMMUNICATIONS INFRASTRUCTURE PLAN FOR
17 SOUTH DAKOTA?

18 A. Statewide ISDN for U S WEST exchanges which primarily fulfills the narrow
19 band function of his plan was in place and operable before the TC94-121
20 investment Plan. Frame Relay and ATM deployment are a part of the plan
21 and are key elements in the wide and broadband deployment called for in his
22 plan. The distance learning portion of the Investment Plan provides
23 affordable access to narrow band services for the educational community.

1

2

The survivability portion of the Investment Plan encompasses two major
SONET rings in eastern South Dakota and sophisticated testing and network
management systems (SMAS and DACS) to detect and prevent network
problems before they become customer affecting.

6

7

8

9

Also, narrow, wide and broadband access will be increased through the
placement of fiber facilities in several exchanges. Elimination of multi-party
service will enhance local access to narrow band services.

10

11 Q. HOW IS THE INVESTMENT PLAN TIED TO THE TC94-121 Agreement?

12

13

14

15

16

A. As indicated earlier, the two key provisions of the Agreement are the
Investment Plan and the price increases to occur over 36 months. The
funding for the Investment Plan comes from those increases. Without that
funding, the Investment Plan cannot be completed.

17

18

19

20

21

22

23

Q. IS THERE ANY OTHER INFORMATION SUPPORTING YOUR CLAIM OF
IMPROVED SERVICE FOR U S WEST CUSTOMERS?
A. Yes there is. We analyzed complaints to the Commission and found that the
total number of service complaints dropped significantly in 1996 from the
previous year, 171 to 113. Looking at Held Order complaints, an area of great
concern to the Commission, the service related complaints dropped from 101
in 1995 to 64 in 1996 [see Exhibit I 1-2].

1

2 In addition, although the Service Standards Agreement was not approved, U
3 S WEST implemented both the Service Guarantee Plan and the cellular
4 option plan to insure that our customers would receive the benefits of those
5 plans. Customers with held orders over 7 days are given unlimited cellular
6 use for all local calls until landline service is provided to them. The Service
7 Guarantee Plan offers customers credits against their monthly bill if we miss
8 the due date we committed to.

9

10 Q. YOU DISCUSSED COMPLAINTS. WHAT ABOUT THE HIGH PROFILE
11 CASES INVOLVING THE CATHY FEICKERT HELD ORDER COMPLAINT
12 AND THE JUNIUS (MADISON EXCHANGE) SLC96 (SUBSCRIBER LINE
13 CARRIER) POWER FAILURE INCIDENT? ARE THEY INDICATIVE OF
14 OVERALL CUSTOMER SERVICE QUALITY?

15 A. Both of these cases involved problems that are going to happen in a complex
16 network operation. The Feickert case involved a problem in identifying up
17 front that we had no facilities to the customer's new location, leading to a
18 commitment we couldn't keep. The Junius complaint involved a battery
19 system that failed during a commercial power failure caused by one of the
20 blizzards of 1996/1997. While these incidents were serious, affecting the
21 customers involved, they are relatively isolated occurrences and are not
22 necessarily indicative of the good service that the overwhelming majority of U
23 S WEST customers receive.

1

2 Q. WHAT HAS U S WEST DONE TO CORRECT PROBLEMS LIKE THESE?

3 A. Improving service involves improving processes. Problems like these two
4 cases contribute to changes and improvements in procedures that attempt to
5 minimize future problems. That has been a key to overcoming many of the
6 problems associated with the re-engineering effort begun in 1994.

7

8 Q. WHAT IS YOUR CONCLUSION CONCERNING THE QUALITY OF
9 SERVICE PROVIDED TO U S WEST'S CUSTOMERS?

10 A. It is my opinion the supporting data summarized in the exhibits clearly shows
11 that U S WEST has made significant improvements in the major categories of
12 service of concern to the Company, the Commission, and most important, our
13 customers. With respect to Held Orders, the issue that dominated
14 Commission complaint concerns in 1994 and 1995, the results show a
15 dramatic improvement in 1996 and on into 1997.

16

17 Q. WHAT IS YOUR RECOMMENDATION TO THE COMMISSION?

18 A. I believe we have responded to the concerns of our customers and the
19 Commission around service issues and recommend the Commission
20 recognize that effort by approving the second phase of the Agreement's price
21 plan.

22

- 1 Q. DOES THAT CONCLUDE YOUR TESTIMONY?
- 2 A. Yes, it does.

BEFORE THE
PUBLIC UTILITIES COMMISSION
STATE OF SOUTH DAKOTA

IN THE MATTER OF THE INVESTIGATION) DOCKET TC97-016
OF U S WEST'S SERVICE QUALITY)
PERFORMANCE)

U S WEST COMMUNICATIONS, INC.

EXHIBITS

OF

JON LEHNER

Filed May 23, 1997

Exhibit A

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE PETITION OF U S)	ORDER OF DEFERRAL
WEST COMMUNICATIONS, INC. TO HAVE ITS)	
NONCOMPETITIVE SERVICES REGULATED)	TC94-121
AS PROVIDED FOR IN SDCL §49-31-4.1)	

On December 28, 1994, U S WEST Communications (U S WEST) filed with the Public Utilities Commission (Commission) a Petition Pursuant to SDCL 49-31-4.1 and a memorandum in support of its petition. SDCL 49-31-4.1 provides for public hearings to investigate methods of price regulation for noncompetitive services. In its memorandum, U S WEST stated that it "seeks to have all of its noncompetitive services price regulated. That would include residential, business and agribusiness local exchange service, emergency services, switched access services, and any services which would be covered by the catchall provision of SDCL 49-31-1(6), or which may be reclassified as noncompetitive pursuant to SDCL 49-31-3.4."

On December 29, 1994, the Commission faxed notice of the filing and the intervention deadline of January 18, 1995, to interested individuals and entities. The Commission received petitions to intervene from Dakota Cooperative Telecommunications, Inc. (DCT), the South Dakota Independent Telephone Coalition, Inc. (SDITC), MCI Telecommunications Corporation (MCI), Midco Communications (Midco), LDDS, TeleTech, TCIC, FirstTel, Tel Serv, AT&T Communications of the Midwest, Inc. (AT&T), and from the following South Dakota Radio Common Carriers: Pierre Radio Paging & Telephone, Inc., Vantek Communications, Inc., B & L Communications, Mitchell Two Way Radio, Nelson Electronics, Inc., Booker Communications, Dakota Electronics, Rees Communications, A & M Radio, Inc., Frey's Electronics, and Milbank Communications [hereinafter referred to as Common Carriers].

At its regularly scheduled January 24, 1995, meeting, the Commission considered the Petitions to Intervene, the setting of a procedural schedule, and requirement of a deposit. The Commission found that all of the Petitions to Intervene were timely filed and demonstrated good cause for granting intervention. The Commission then directed the Executive Director to set a procedural schedule. The Commission voted to require U S WEST to make a deposit not to exceed \$75,000 in amounts as directed by the Executive Director.

Commission Staff and U S WEST entered into a Stipulation which was filed on June

12, 1995.

A hearing on the Stipulation was held at 1:00 p.m. on Monday, August 14, 1995, in Room LCR-1 of the State Capitol Building in Pierre. At the hearing, U S WEST introduced a petition from the South Dakota Independent Telephone Coalition (SDITC), an intervenor in this docket, in which SDITC stated its intention to withdraw its intervention in this docket. SDITC stated that the "Stipulation and Agreement resolves all issues to the satisfaction of SDITC, and should be adopted by the Commission as dispositive of Docket No. TC94-121."

At its August 23, 1995, meeting, the Commission considered whether to grant SDITC's request for withdrawal. Pursuant to ARSD 20:10:01:02.04, the Commission voted to grant SDITC's request to withdraw its intervention.

On September 19, 1995, at its regularly scheduled meeting, the Commission considered whether to approve the Stipulation. Chairman Stofferahn moved to defer action regarding the Stipulation. Commissioner Burg made a substitute motion to reject the proposed Stipulation that had been presented to the Commission by Staff and U S WEST and continued with the following comments: "This rejection is procedural in nature and does not reflect a decision of the case on its merits. The Commission will defer to the parties to decide whether to proceed to a full formal hearing or enter into another Stipulation. In the event that the parties decide to enter into another proposed Stipulation, the Commission is most interested in the issue of quality of service. SDCL 49-31-1.4, the price regulation statute, requires that the Commission consider the impact of the price of the service on the commitment to preserve affordable universal service. Universal service is defined in SDCL 49-31-1(11) as 'service which is as far as possible a rapid, efficient telecommunications service with adequate facilities available to all people at a reasonable charge.' Further SDCL 49-31-3 mandates that this Commission have general supervision and control over all telecommunications companies, which encompass the issue of quality of service. Given these responsibilities and mandates, this Commission is interested in the parties addressing the issue of quality of service, including standards and measurements, penalties when standards are not met, and any other issues pertinent to quality of service. Provided that these issues are adequately addressed in any proposed Stipulation, this Commission would entertain the acceptance of such a proposed Stipulation with the written condition that the second increase would be dependent on the achievement of the proposed quality of service standards." This motion died for lack of a second.

Commissioner Schoenfelder then made a substitute motion to reject the proposed Stipulation and go to hearing. That motion died for lack of a second. Commissioner Burg seconded Chairman Stofferahn's original motion to defer and directed Staff to prepare service quality standards. Commissioner Schoenfelder dissented.

The parties agreed to a 60 day time frame for preparation of service quality standards.

It is therefore

Exhibit B

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

RECEIVED

DEC 19 1995

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

IN THE MATTER OF THE PETITION OF)
U S WEST COMMUNICATIONS, INC., TO)
HAVE ITS NONCOMPETITIVE SERVICES)
REGULATED AS PROVIDED FOR IN)
SDCL § 49-31-4.1.)

DOCKET NO. TC94-121

STIPULATION AND AGREEMENT AS TO SERVICE QUALITY STANDARDS

U S WEST COMMUNICATIONS, INC. ("U S WEST") and the Staff of the Commission ("Staff"), collectively referred to as the "Parties," respectfully submit this Stipulation and Agreement ("Stipulation") for approval by the Commission, pursuant to ARSD 20:10:01:19.

RECITAL

1. On October 16, 1995, the Commission issued an order deferring a decision in this docket for 60 days to allow the Parties time to prepare service quality standards for U S WEST. Exhibit A, attached to this Stipulation, represents the service quality standards agreed to by the Parties.

AGREEMENT

2. Exhibit A applies to the provisioning and maintenance of residential and business local exchange service. The standards established are specific, violations are identified and penalties

45

are established. The five areas covered are provisioning, repair, service center access, reporting, and penalties. Two additional sections of Exhibit A also establish service guarantee plans on an interim and long-term basis.

3. The implementation of the long-term service guarantee plan is contingent on Federal Communications Commission approval (Exhibit A, Section VI).

4. The system U S WEST uses for measuring compliance with the provisioning of service standards for residential and business local exchange service may be changed during the life of this agreement. This change would recognize customer requested due dates beyond two days as allowed in Exhibit A, Section I.A.1.b. As a result of the contemplated change, a difference in provisioning levels as measured by the provisions of Exhibit A may occur (Section I.A.3). The Parties agree that U S WEST will accumulate and provide to the Staff measurement data for two months using the old and new measurement when the new measurement is available. Depending on the relationship between the old and new system data, the parties will in good faith renegotiate the penalty provisions within sixty days of the completion of the data collection and analysis. The Parties further agree that if any revision of this penalty section is necessary, it will be

accomplished by proportional changes in the levels, reductions or points stated in Section I.A.3 of Exhibit A. That is, for each percentage increase in the performance level measurement, there will be a corresponding percentage change in the percentage standards. The Parties agree the rate of success shall be capped at 97% in determining the application of the penalties in this section.

5. The portion of the price increase applicable to residential basic local exchange service in the second phase of the original Stipulation and Agreement (Hearing Ex. 2, para. 13(b)), which will be subject to the penalties stated in Exhibit A, is capped at \$1.50 per line per month. Also, the application of the incentives stated in Exhibit A will not exceed the \$1.50 cap.

6. Thirty-six months after the effective date of the price increase allowed by paragraphs 13(a) and 14(a) of the original Stipulation and Agreement the Parties will initiate negotiations to evaluate U S WEST's service quality, to determine whether the terms of Exhibit A should be modified or terminated, and to review whether any adjustment in the price ceilings is appropriate.

7. In determining the appropriate penalty amount applicable to a price increase under the terms of Exhibit A, any penalty amount will be rounded to the nearest \$.05.

8. Customers who receive cellular service as a substitute for landline service through the long-term service guarantee plan (Section VI.C) will be charged an amount equal to or less than the monthly flat-rate residential or business basic local exchange rate, whichever is applicable, and any long distance or other charges incurred for communications with other service providers (e.g. 700, 800, 900 services, etc.).

GENERAL PROVISIONS

9. The Parties agree that the service quality standards contained in Exhibit A to this Stipulation are fair and reasonable. Exhibit A provides objective, measurable standards for telecommunications service provisioning, maintenance and repair necessary to insure quality service to all of U S WEST's customers in South Dakota.

10. The penalty provisions and the interim and long-term service guarantee plans provide appropriate responses to service shortfalls, in addition to providing significant incentives to U S WEST to meet and exceed the service standards.

11. The Parties acknowledge and agree that this Stipulation is a compromise of positions which would be asserted if this matter is litigated. Accordingly, evidence of conduct or statements made in negotiations and discussions in connection with this Stipulation shall not be admissible in any proceeding.

12. This Stipulation shall not become effective and shall be of no force and effect until the Commission issues a final order accepting and approving this Stipulation.

13. The Parties have entered into this Stipulation as an integrated document and urge the Commission to adopt it in its entirety. Accordingly, in the event any part or all of this Stipulation is modified or rejected by the Commission, the Parties reserve the right, upon written notice to the Commission and all other parties within five (5) days of the effective date of the final written order, to withdraw from this Stipulation without being bound by its terms in this or any other proceeding. Any party that elects to withdraw shall be entitled to proceed with all its rights, claims and defenses, and shall not otherwise be prejudiced by the terms of this Stipulation.

14. The parties agree that this Stipulation establishes no precedent.

15. It is understood that Staff enters into this Stipulation for the benefit of U S WEST's South Dakota telecommunications customers.

16. The Parties submit this Stipulation and request that the Commission approve this Stipulation as part of its decision in this docket.

DATED this 16th day of December, 1995.

U S WEST COMMUNICATIONS, INC.

By [Signature]

Its [Signature]

COMMISSION STAFF

By [Signature]

Its Director - Fixed Facilities

SOUTH DAKOTA SERVICE QUALITY STANDARDS

I. PROVISIONING OF SERVICE

A. Provisioning of Residential and Business Service

RECEIVED
SOUTH DAKOTA PUBLIC
UTILITY COMMISSION

1. Standard:

a. The company shall complete customer's orders for the installation of all new, transfer, or change services offered by the company within two business days of the order date. The order date shall be the day of a customer's initial verbal or written request for service.

b. For customers who prefer that any new, transfer, or change services offered by the company be installed later than two business days, the company shall complete customers' orders by the requested installation date.

c. For customers whose requested new, transfer or change service offered by the company is subject to the payment of a fee, which payment is a precondition to providing the service requested, the order date shall be the latter of the date the service is requested or the date the company receives payment of any such fee plus the time for installation allowed by Sections I(A)(1)(a) or I(A)(1)(b), whichever is applicable.

2. Violations:

a. A violation of Standard I(A)(1)(a) occurs when any order for installation of new, change, or transfer service offered by the company is not completed within two business days of the order date.

b. A violation of Standard I(A)(1)(b) occurs when any order for installation of new, change, or transfer service offered by the company is not completed on the business day following the requested installation date.

c. A violation of Standard I(A)(1)(c) occurs when any order for installation of new, change, or transfer service offered by the company is not completed on the business day the company receives payment of any required fee plus the time for installation allowed by Sections I(A)(1)(a) or I(A)(1)(b), whichever is applicable.

3. Penalty:

A penalty constituting a reduction of the second and third planned rate increases in the Stipulation will be assessed if the percentage of monthly violations of Standard I(A)(1), calculated on a 12-month rolling average, is more than:

<u>Level</u>	<u>Reduction of Rate Increase</u>
20%	12.5%
25%	25.0%
30%	37.5%
35%	50.0%

Note: These reductions apply to 80% of the second and third increase.

Up to 20% of the second and third increase can be attained by achieving the following improvements:

<u>Level</u> (Equal or Less Than)	<u>Additional Points</u>
18%	2.50%
16%	5.00%
14%	7.50%
12%	10.00%

Note: For each additional 2.0% reduction in penalties, 1.25 points can be achieved.

II. REPAIR

A. Rate of Trouble Reports

1. Standard:

The rate of customer found trouble reports will not exceed 2 per 100 access lines per month. The rate of trouble reports would be for USWC's Network. This would include outside plant trouble, central office trouble and drops. Subsequent calls to report the same trouble are not included.

2. Violations:

A violation of this Standard occurs when a customer reports trouble with telecommunications service, a service problem is found to exist, and the repair of the problem is the responsibility of the company.

3. Penalty:

A penalty constituting a reduction of the second and third planned rate increases in the Stipulation will be assessed if the percentage of monthly violations of Standard II(A)(1) exceeds the following levels of access lines calculated on a 12-month rolling average:

<u>Level</u>	<u>Reduction of Rate Increase</u>
2.0	2.5%
2.1	5.0%
2.2	7.5%
2.3	10.0%

Note: These reductions apply to 80% of the second and third increase.

Up to 20% of the second and third increase can be attained by achieving the following improvements:

(Equal or Less Than)	
<u>Level</u>	<u>Additional Points</u>
1.95	.50%
1.90	1.00%
1.85	1.50%
1.80	2.00%

B. Repair of Trouble Reports

1. Standard:

The company will satisfy out of service trouble reports within 24 hours and provide each customer with a commitment time by which repair will be completed. This includes trouble reports for USWC Network. Subsequent calls to report the same trouble are not included. Out of service is any customer report of inability to make or receive calls or the service cannot be used due to transmission problems.

2. Violations:

A violation of this Standard occurs when a customer reports trouble with telecommunications service, a service problem is found to exist, the repair of the problem is the responsibility of the company, and the company fails to satisfy the trouble report within 24 hours and meet the repair commitment time.

3. Penalty:

A penalty constituting a reduction of the second and third planned rate increases in the Stipulation will be assessed if the percentage of monthly violations of Standard II(B)(1), calculated on a 12-month rolling average, is more than:

<u>Level</u>	<u>Reduction of Rate Increase</u>
25%	5.0%
30%	10.0%
35%	15.0%
40%	20.0%

Note: These reductions apply to 80% of the second and third increase.

Up to 20% of the second and third increase can be attained by achieving the following improvements:

(Equal or Less Than)	Additional Points
Level	
24%	1.0%
23%	2.0%
22%	3.0%
20%	4.0%

Note: For each additional 2.0 % reduction in penalties, .5 points can be achieved.

III. ACCESS TO SERVICE CENTER

A. Access to Repair Service Centers

1. Standard:

Calls to each of the company's repair service centers each month will be answered within 20 seconds.

2. Violations:

A violation of this Standard occurs when a call to the repair service center is not answered within 20 seconds by a service representative who is ready to assist the customer or is ready to accept information necessary to process the call.

3. Penalties:

A penalty constituting a reduction of the second and third planned rate increases in the Stipulation will be assessed if the percentage of monthly violations of Standard III(A)(1) is more than:

Level	Reduction of Rate Increase
20%	2.5%
25%	5.0%
30%	7.5%
35%	10.0%

Note: These reductions apply to 80% of the second and third increase.

Up to 20% of the second and third increase can be attained by achieving the following improvements:

(Equal or Less Than)

<u>Level</u>	<u>Additional Points</u>
18%	.50%
16%	1.00%
14%	1.50%
12%	2.00%

Note: For each additional 2.0% reduction in penalties, .25 points can be achieved.

B. Access to Business Office

1. Standard:

Calls to each of the company's business offices each month will be answered within 20 seconds.

2. Violations:

A violation of this Standard occurs when a call to the business office is not answered within 20 seconds by a service representative who is ready to assist the customer or is ready to accept information necessary to process the call.

3. Penalties:

A penalty constituting a reduction of the second and third planned rate increases in the Stipulation will be assessed if the percentage of monthly violations of Standard III(B)(1), calculated on a 12-month rolling average, is more than:

<u>Level</u>	<u>Reduction of Rate Increase</u>
20%	2.5%
25%	5.0%
30%	7.5%
35%	10.0%

Note: These reductions apply to 80% of the second and third increase.

Up to 20% of the second and third increase can be attained by achieving the following improvements:

(Equal or Less Than)

<u>Level</u>	<u>Additional Points</u>
18%	.50%
16%	1.00%
14%	1.50%
12%	2.00%

Note: For each additional 2.0% reduction in penalties, .25 points can be achieved.

IV. REPORTING

The company will measure its performance according to these standards monthly. Percentages will be reported to the nearest tenth. Measurements, summaries thereof, and all backup information for any of the items included herein will be provided upon request of the Commission or its representatives. Records of these measurements, summaries, and backup information will be retained by the company for at least two years. Information generated electronically will be provided in an electronic format if requested by the Commission.

A. Provisioning of POTS

All provisioning of new, transfer, and changed POTS not completed within 60 days of the order date will be reported to the Commission on a statewide basis. The report will include the type of POTS service ordered, the location of the order, and the reason the service was not installed.

B. Provisioning of Specials

All provisioning of specials not completed in accordance with Section I(A)(1)(a),(b) and (c) will be reported on a monthly basis. The report will include the type of special ordered.

C. Repairs

Reports reflecting the company's rate of trouble reports and repair of trouble reports will be provided on a statewide basis. Problems recurring within 30 days will be reported to the Commission on a wire center basis by phone number.

D. Access to Service Centers

Reports reflecting access to repair service centers and business offices will be provided on a statewide basis. In addition to reports reflecting the speed at which the company answers customer calls, the company will also report the number of busy signals customers experience when calling the company's service centers.

E. Outages

Outages involving interexchange fiber cuts, central office switch failures, E911 failures with resultant inaccessibility to the PSAPs, and microwave failures exceeding 30 minutes in duration will be reported to the Commission by phone, facsimile, or in person within 2 hours of the occurrence, or, for outages not occurring during business hours, at the start of the next business day. A subsequent written report will be submitted to the Commission within 10 days following the repair of the network which indicates the location, duration, number of customers affected, cause and corrective action taken. Both the initial and subsequent reports will state whether E911 circuits are affected. Any future Commission Order relative to the matter of reporting outages will, upon its issuance, immediately supersede this section and will, thereafter, constitute the requirements under this section as though fully incorporated herein.

V. PENALTIES

The second rate increase is scheduled for 18 months following the implementation of the first rate increase. The 12 months needed to calculate the amount of any second rate increase shall be calculated 16 months after the first rate increase, using the last 12 months of that 16 month period and based on a 12-month rolling average. At the conclusion of the 18 months following the implementation of the first rate increase, the company may implement its second planned rate increase, less any penalties calculated in accordance with this agreement.

For the second planned rate increase, the \$1.60 at risk for penalties shall be multiplied by the percentage amount achieved under this plan to determine the amount of the second increase. If there is a decrease in the \$1.50, the ceiling established by the Stipulation shall be permanently reduced by the same dollar amount used to decrease the \$1.60. No customer may be charged more than the ceiling established under this section.

The third rate increase is scheduled for 18 months following the implementation of any second rate increase. Following the implementation of any second increase, the company will remain subject to the standards established herein, and the 12 months needed to calculate the amount of any third rate increase shall be calculated 16 months after the second rate increase, using the last 12 months of that 16 month period and based on a 12-month rolling average.

For the third planned rate increase, the percentage amount achieved under this plan shall be multiplied by the total revenues at risk to determine the amount of revenues allowed to be recovered in the third increase. The total revenues at risk are those revenues that would be obtained if the company increased all residential local rates to the ceiling established by the prior section. No customer may be charged more than the ceiling established by the second paragraph of this section.

VI. SERVICE GUARANTEE PLAN

The company will implement the following Service Guarantee Plan:

A. Provisioning Missed Commitments

USWC customers who experience missed commitments for installation of service on their primary line will receive an automatic credit on their bill. The credit would be \$10.00 for residential customers and \$40.00 for business customers.

B. Repair

For customers calling into USWC offices for a repair missed commitment or a repeated problem (same problem) on a previous repair visit, USWC will offer the customer a credit on their bill. The credit would be \$10.00 for residential customers and \$40.00 for business customers.

C. Held Orders

USWC will offer unlimited use of cellular phones to customers who have waited longer than seven days to receive primary line service. USWC will contact all customers who have waited longer than seven days for primary line service and will offer a cellular loaner phone. It will assign a permanent land-line telephone number to the customer and then USWC will forward the customer's calls to the cellular loaner set number. This arrangement will continue until USWC installs the customer's primary line service. USWC will also provide customer training on the use of the cellular loaner phones and will provide a repair procedure for customers whose cellular loaner phones have failed.

VII. INTERIM SERVICE GUARANTEE PLAN

The Commission and the company understand and agree that the company must obtain Federal Communications Commission (FCC) approval as a prerequisite to implementing the foregoing cellular loaner plan described in Section VI(C) above. The company will immediately make application to the FCC for approval of this plan. Until such time as the FCC approves the foregoing plan, the company will immediately implement the following cellular plan as an interim offering:

A. Held Orders

USWC will offer any customer whose primary line service is held for more than five days:

- 1) a telephone number
- 2) a directory listing
- 3) the choice of either Voice Messaging Service or Remote Call Forwarding with no installation or recurring charge
- 4) a toll calling card, provided the customer meets company credit standards
- 5) credit for the installation charge for their primary line for basic service

If the order is to be held more than 30 days, or if an emergency condition exists, the customer will be offered the following choices:

- 1) a credit of the recurring charge for basic service for each month or partial month thereafter held, or
- 2) a cellular voucher to be used in the amount of \$105.00 for the first month and \$75.00 for each month thereafter the customer's order is held.

4722

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

RECEIVED

IN THE MATTER OF THE PETITION OF)
U S WEST COMMUNICATIONS, INC., TO)
HAVE ITS NONCOMPETITIVE SERVICES)
REGULATED AS PROVIDED FOR IN)
SDCL § 49-31-4.1.)

RECEIVED
SOUTH DAKOTA PUBLIC
UTILITY COMMISSION
DOCKET NO. TC94-121

ADDENDUM TO ORIGINAL STIPULATION AND AGREEMENT

U S WEST Communications, Inc. ("U S WEST") and the Staff of the Commission ("Staff") respectfully submit this addendum to the original Stipulation and Agreement for the Commission's approval consistent with ARSD 20:10:01:19.

Recital

1. On or about June 12, 1995, U S WEST and the Staff filed with the Commission the original Stipulation and Agreement. The Stipulation and Agreement was admitted into evidence in this docket at the hearing held in Pierre on August 15, 1995 (Hearing Ex. 2). Discussions with Staff subsequent to the hearings concerning the impact of the stipulation have revealed ambiguities of language which, if misinterpreted, could have results not intended by the Staff and U S WEST. U S WEST and the Staff have further agreed to eliminate all outside the base rate area ("OBRA") charges to the local monthly billing.

Clarifying Agreement

2. The prices for residential and business basic local exchange service set by the original Stipulation and Agreement did not include the pricing additive currently in effect for residential and business basic local exchange service outside the base rate area. That additive ranges from \$2.10 to \$3.00 per line per month. This additive needs to be folded into the basic local service rate for all residential and business basic local exchange customers in a fashion similar to the elimination of the separate charge for touch-tone. As a result, all customers within a given local exchange service area will pay the same basic local exchange service rates, i.e., no additive OBRA charges.

3. For residential basic local exchange service, paragraph 13 of the original Stipulation and Agreement is changed to reflect an additional \$.35 per line per month to cover the additive charge for residential basic local exchange service outside the base rate area. The price stated in paragraphs 13(a) and (e) would be changed to \$2.45, and the price ceiling in paragraphs 13(c) and (d) would be changed to \$19.35.

4. For business basic local exchange service, paragraph 14 of the original Stipulation and Agreement is changed to reflect an additional \$.35 per line per month to cover the additive

charge for business basic local exchange service outside the base rate area. The price stated in paragraph 14(a) would be changed to \$2.75, and the price ceiling stated in paragraph 14(c) would be changed to \$38.40.

5. This addendum to the original Stipulation and Agreement is subject to all the terms and conditions of the original except as provided for in this document.

DATED the 18th day of December, 1995.

U S WEST COMMUNICATIONS, INC.

By Will H. [Signature]

Its [Signature]

COMMISSION STAFF

By [Signature]

Its Director - Fixed Utilities

Exhibit C

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE PETITION OF U S WEST)
COMMUNICATIONS, INC. TO HAVE ITS)
NONCOMPETITIVE SERVICES REGULATED AS)
PROVIDED FOR IN SDCL 49-31-4.1)

ORDER GRANTING
APPROVAL OF STIPULATION
AND ADDENDUM
TC94-121

On December 28, 1994, U S WEST Communications (U S WEST) filed with the Public Utilities Commission (Commission) a Petition Pursuant to SDCL 49-31-4.1 and Attachment A entitled Memorandum in Support of Petition. SDCL 49-31-4.1 provides for public hearings to investigate methods of price regulation for noncompetitive services. In its memorandum, U S WEST stated that it "seeks to have all of its noncompetitive services price regulated. That would include residential, business and agribusiness local exchange service, emergency services, switched access services, and any services which would be covered by the catchall provision of SDCL 49-31-1.(6), or which may be reclassified as noncompetitive pursuant to SDCL 49-31-3.4."

On December 29, 1994, the Commission faxed notice of the filing and the intervention deadline of January 18, 1995, to interested individuals and entities. The Commission received petitions to intervene from Dakota Cooperative Telecommunications, Inc. (DCT), the South Dakota Independent Telephone Coalition, Inc. (SDITC), MCI Telecommunications Corporation (MCI), Midco Communications (Midco), LDDS, TeleTech, TCIC, FirstTel, Tel Serv, AT&T Communications of the Midwest, Inc. (AT&T), and from the following South Dakota Radio Common Carriers: Pierre Radio Paging & Telephone, Inc., Vantek Communications, Inc., B & L Communications, Mitchell Two Way Radio, Nelson Electronics, Inc., Booker Communications, Dakota Electronics, Rees Communications, A & M Radio, Inc., Frey's Electronics, and Milbank Communications [hereinafter referred to as Common Carriers].

At its regularly scheduled January 24, 1995, meeting, the Commission considered the Petitions to Intervene, the setting of a procedural schedule, and requirement of a deposit. The Commission found that all of the Petitions to Intervene were timely filed and demonstrated good cause for granting intervention. The Commission then directed the Executive Director to set a procedural schedule. The Commission voted to require U S WEST to make a deposit not to exceed \$75,000 in amounts as directed by the Executive Director.

Commission Staff and U S WEST entered into a Stipulation and Agreement which was filed on June 12, 1995.

Post-it Fax Note	7671	Date	1/3	1 of 1 pages	8
To	Chilgren	From	SD PUC		
Cc/Dept		Cc			
Phone #		Phone #			
Fax #	339-5590	Fax #			

A hearing on the Stipulation was held at 1:00 p.m. on Monday, August 14, 1995, in Room LCR-1 of the State Capitol Building in Pierre. At the hearing, U S WEST introduced a petition from the South Dakota Independent Telephone Coalition (SDITC), an intervenor in this docket, in which SDITC stated its intention to withdraw its intervention in this docket. At its August 23, 1995, meeting, the Commission, pursuant to ARSD 20:10:01:02.04, granted SDITC's request to withdraw its intervention.

On September 19, 1995, at its regularly scheduled meeting, the Commission considered whether to approve the Stipulation. Chairman Stofferahn moved to defer action regarding the Stipulation. Commissioner Burg made a substitute motion to reject the proposed Stipulation that had been presented to the Commission by Staff and U S WEST. This motion died for lack of a second. Commissioner Schoenfelder then made a substitute motion to reject the proposed Stipulation and go to hearing. That motion died for lack of a second. Commissioner Burg seconded Chairman Stofferahn's original motion to defer and directed Staff to prepare service quality standards. Commissioner Schoenfelder dissented. The Commission ordered a 60 day time frame for preparation of service quality standards.

On December 18, 1995, Staff and U S WEST filed with the Commission an Addendum to Original Stipulation and Agreement, a Stipulation and Agreement As To Service Quality Standards with attached Exhibit A, and two Staff Memorandums. On December 27, 1995, at a duly noticed ad hoc meeting, the Commission considered whether to approve the Addendum to Original Stipulation and Agreement, and the Stipulation and Agreement As To Service Quality Standards with attached Exhibit A.

Staff and representatives from U S WEST answered the Commission's questions regarding the above mentioned documents. Commissioner Burg moved to amend Exhibit A to a cap of 25% for missed commitments under the Provisioning of Service Standard. U S WEST would not be allowed a second increase, including the 60 cents for touch tone service, if it failed to meet this criteria. This motion died for lack of a second.

Commissioner Schoenfelder moved to adopt the Stipulation and Agreement filed on June 12, 1995, subject to the following:

- 1.) Adopt the Addendum to Original Stipulation and Agreement filed with the Commission on December 18, 1995,
- 2.) Reject the Stipulation and Agreement As To Service Quality Standards with attached Exhibit A, filed with the Commission on December 18, 1995, and
- 3.) Review U S WEST's performance of service quality standards at the end of 12 months following the effective date of the increase. Based upon the Commission's investigation of U S WEST's performance, the second increase, scheduled to be implemented at the end of 18 months from the first increase, may be delayed or rejected.

Chairman Stofferahn seconded the motion. Commissioner Burg concurred.

01/08/96 15:50 605 773 3809

The Commission having considered the Petition and Memorandum in Support of Petition, the evidence introduced at the hearing, the Addendum to Original Stipulation and Agreement, the Stipulation and Agreement As To Service Quality Standards with attached Exhibit A, two Staff Memorandums, the arguments of counsel, and being fully advised on the premises, now makes and enters its Findings of Fact and Conclusions of Law as follows:

FINDINGS OF FACT

I.

On December 28, 1994, U S WEST filed with the Commission a Petition Pursuant to SDCL 49-31-4.1 and Attachment A entitled Memorandum in Support of Petition.

II.

SDCL 49-31-4.1 states as follows:

The commission shall, on its own motion or upon petition, hold public hearings investigating methods of price regulation consistent with § 49-31-1.4 and chapter 1-26. Within thirty days of its receipt of a petition filed pursuant to this section, the commission shall issue a procedural schedule setting forth dates by which written direct testimony or data shall be filed and ordering the date for commencement of a hearing.

If the investigation indicates that pricing regulation is appropriate for any noncompetitive service because such regulation has a positive impact on universal service and is more reasonable and fair than rate of return regulation, the commission may adopt pricing regulation for any such noncompetitive service.

III.

On December 29, 1994, the Commission faxed notice of the filing and the intervention deadline of January 18, 1995, to Interested Individuals and entities.

IV.

The Commission received petitions to intervene from Dakota Cooperative Telecommunications, Inc. (DCT), the South Dakota Independent Telephone Coalition, Inc. (SDITC), MCI Telecommunications Corporation (MCI), Midco Communications (Midco), LDDS, TeleTech, TCIC, FirstTel, Tel Serv, AT&T Communications of the Midwest, Inc. (AT&T), and from the following South Dakota Radio Common Carriers: Pierre Radio Paging & Telephone, Inc., Vantek Communications, Inc., B & L Communications, Mitchell Two Way Radio, Nelson Electronics, Inc., Booker Communications, Dakota Electronics, Rees Communications, A & M Radio, Inc., Frey's Electronics, and Milbank Communications [hereinafter referred to as Common Carriers].

V.

At its regularly scheduled January 24, 1995, meeting, the Commission found that all of the Petitions to Intervene were timely filed and demonstrated good cause for granting intervention.

VI.

Commission Staff and U S WEST entered into a Stipulation and Agreement which was filed on June 12, 1995.

VII.

A hearing on the Stipulation and Agreement was held on August 14, 1995. Of the intervenors only AT&T and DCT chose to participate in the hearing. MCI, Midco, LDDS, TeleTech, TCIC, FirstTel, Tel Serv and the Common Carriers chose to monitor the case and SDITC filed a Withdrawal of Intervention which was granted by the Commission on August 23, 1995.

VIII.

The test year employed for this filing was 1993.

IX.

U S WEST has not had a general rate increase since 1985. Traditional ratemaking mandates that U S WEST be allowed to recover its cost of service as soon as current revenues are determined insufficient.

X.

U S WEST has shown that current rates for residence basic local service are inadequate for recovery of cost of service.

XI.

Under traditional rate of return regulation, depreciation expense is a large part of the cost of service.

XII.

A significant portion of the increased capital recovery (depreciation) will be expensed with no corresponding reimbursement by U S WEST customers.

XIII.

The Stipulation and Agreement "rolls in" the cost of touch tone service into the basic monthly rate. This will eliminate the current separate charge of \$1.50 per month for residence customers and \$2.00 for business customers.

XIV.

Approximately 70% of telecommunications customers pay for touch tone service.

XV.

On December 18, 1995, Staff and U S WEST filed an Addendum to Original Stipulation and Agreement. The purpose of the Addendum was to clarify how the Outside the Base Rate Area (OBRA) charges would be handled pursuant to the Stipulation and Agreement filed on June 12, 1995.

XVI.

OBRA charges are those added to the basic local service rate which range from an additional \$2.10 per month for four party service, \$2.25 for two party service, and \$3.00 for single party service.

XVII.

Staff and U S WEST agree to eliminate all OBRA charges to the local monthly billing.

XVIII.

The elimination of the OBRA charges requires a shift of the related revenue requirement.

XIX.

The revenue requirement will be allocated to all residential and business customers resulting in a charge of \$.35 per line per month increasing the ceiling to \$19.35 for residence basic local service and \$38.40 for business basic local service.

XX.

The effect of this change is that those single party residential customers located outside the base rate area who are charged an additional \$3.00 per month will actually see a decrease of \$.55 when U S WEST implements its rate increase of \$2.45. Single party residential customers located outside the base rate area with touch tone service will receive a total bill decrease of \$2.05 due to the elimination of the \$1.50 touch tone charge. Residential customers located in the base rate area will receive an increase of \$2.45. Residential customers located in the base rate area with touch tone service will receive a total bill increase of \$.95 due to the elimination of the \$1.50 touch tone charge.

XXI.

The Stipulation and Agreement cost of service reflects an 11.5% return on equity applied to a capital structure with less than a 60% equity ratio.

XXII.

Switched access rates will continue to be limited by a ceiling determined by using the switched access rules currently in place.

XXIII.

That price regulation has a positive impact on universal service as the basic thrust of appropriately applied price regulation is to assure the availability of modern communication

services for all U S WEST customers while also providing protection against upward spiraling rates.

XXIV.

That the price of cellular service as an alternative to basic local service would be as much, if not more, than basic local service.

XXV.

That price regulation would permit U S WEST to have the flexibility to price its services to meet competition which benefits its customers.

XXVI.

In a competitive environment, price regulation allows pricing flexibility which results in more reasonable and fair rates.

XXVII.

U S WEST agrees to an aggressive program of investment in network infrastructure. The specifics are as follows:

Time Frame for Capital Deployment

	Capital Deployment	
	<u>Begin</u>	<u>End</u>
1. CLASS	1996	1997
2. Single Party Service	1996	2000
3. South Dakota Infrastructure Plan		
SMAS (Special Metallic Access Systems)	1996	1998
DACS (Digital Access & Cross Connect System)	1996	1999
SONET Multiplexers	1996	1998
Frame Relay	1996	1997
ATM Switches	1996	1997
Local Fiber Distribution	1996	1999
RSM (Remote Switch Modules)	1996	1997
Internet Service	1996	1998
4. Distance Learning	1996	1996

The estimated value of these investments is approximately \$25 million dollars.

XXVIII.

The Stipulation and Agreement and Addendum allows for a rate increase of \$2.45 for

residential basic local exchange service and a price ceiling of \$19.35 which is below the fully allocated cost of service for that service and an increase of \$2.75 for business basic local exchange service with a price ceiling of \$38.40.

XXIX.

That the price regulation plan applies only to the exchanges of U S WEST which are not a part of the sale of exchanges.

BASED on the foregoing Findings of Fact, the Commission now makes the following:

CONCLUSIONS OF LAW

I.

The Commission has jurisdiction over this matter pursuant to SDCL Chapters 1-26 and 49-31, specifically 1-26-17 through 1-26-25 inclusive, 49-31-1.1, 49-31-1.4, 49-31-3, 49-31-3.1, 49-31-4, 49-31-4.1, 49-31-5, 49-31-7, 49-31-7.1, and 49-31-12.

II.

That the Findings of Fact set forth above have been established by plain, clear, and convincing evidence.

III.

The Commission finds that upon investigation of the approved price regulation plan, that it is more appropriate as a form of regulation for services which are classified as noncompetitive but which are moving toward competition than is the current rate of return regulation. This price regulation plan should have a positive impact on universal service and should be more reasonable and fair than rate of return regulation.

Pursuant to SDCL Chapter 1-26, the Commission hereby enters its final decision in this matter. It is therefore

ORDERED that the Stipulation and Agreement with Attachment A filed on June 12, 1995, and the Addendum to Original Stipulation and Agreement filed on December 18, 1995, both of which are incorporated herein by this reference, shall be approved as filed; it is further

ORDERED that the Commission shall review U S WEST's service quality performance at the end of 12 months following the effective date of the increase. Based upon the Commission's approval of U S WEST's performance, the proposed second increase may be implemented at the end of 18 months from the first increase; it is further

ORDERED that based upon the Commission's approval of U S WEST's performance, the proposed third increase may be implemented at the end of 36 months from the effective date of the first increase; it is further

ORDERED that the technologies found in Finding of Fact XXVII shall be deployed within the time frames as set forth in Finding of Fact XXVII unless the Commission otherwise orders; and it is further

ORDERED that the Stipulation and Agreement As To Service Quality Standards with attached Exhibit A is hereby rejected and Docket TC94-121 is hereby closed.

Pursuant to SDCL 1-26-32, this Order Granting Approval of Stipulation and Addendum becomes effective 10 days after the date of receipt or failure to accept delivery of the decision by the parties.

PLEASE TAKE NOTICE that this Order Approving Stipulation and Addendum in Docket TC94-121 was duly entered on the 8th day of January, 1996, and filed in the Commission's docket.

Dated at Pierre, South Dakota, this 8th day of January, 1996.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.

By: Nelaine KaldsDate: 1/8/96

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:Kenneth Stofferahn
KENNETH STOFFERAHN, ChairmanJames A. Burg
JAMES A. BURG, CommissionerLaska Schoenfelder
LASKA SCHOENFELDER, Commissioner

Service Intervals Met - 2 Business Days

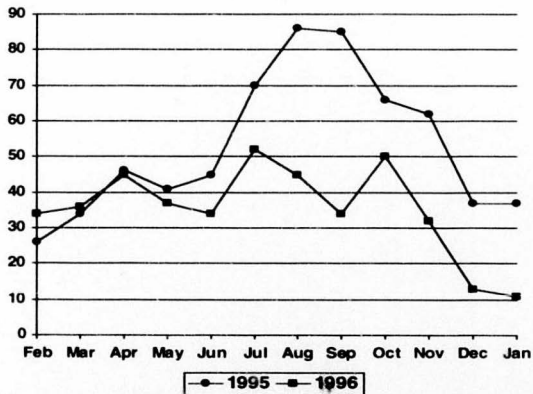
1996

	<u>Total Orders</u>	<u>Total Met</u>	<u>2 Days</u>
Feb. 1996	33,850	26,163	77%
Mar. 1996	26,734	23,511	88%
Apr. 1996	31,483	25,074	80%
May 1996	33,873	28,218	83%
June 1996	25,301	20,973	83%
July 1996	27,044	18,597	69%
Aug. 1996	24,634	19,467	79%
Sep. 1996	21,547	16,493	77%
Oct. 1996	24,156	19,602	81%
Nov. 1996	23,299	19,564	84%
Dec. 1996	29,315	22,972	78%
Jan. 1997	<u>28,434</u>	<u>24,905</u>	88%
Total	329,670	265,539	

Average Service Intervals Met - 2 Business Days - 1996 = 81%

No 1995 data

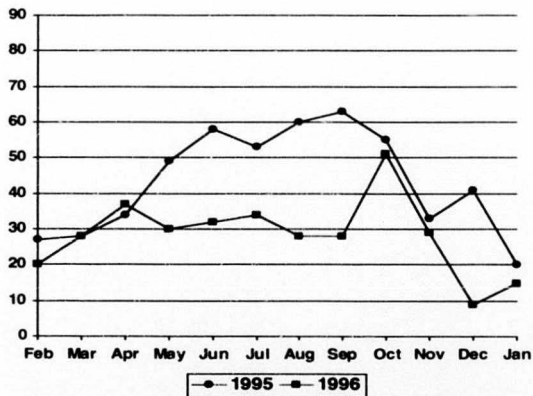
Held Orders Over 30 Days



53
1995
Average

35
1996
Average

Held Orders Under 30 Days



43
1995
Average

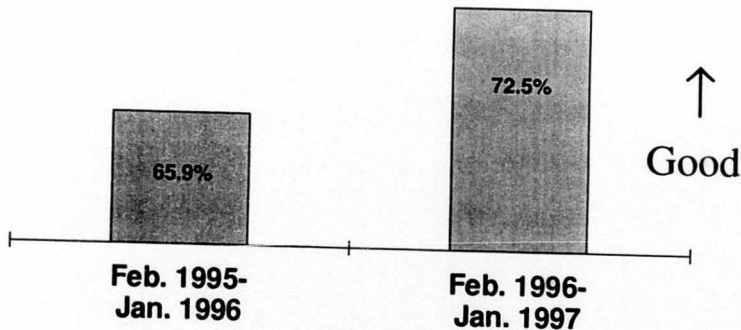
28
1996
Average

Report Rate - 1996

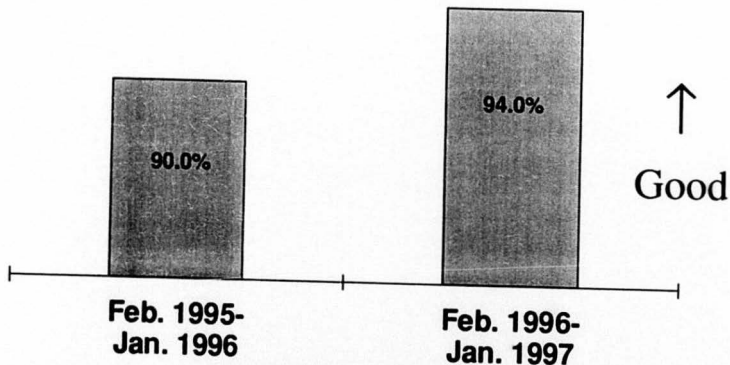
Feb. 1996	97
Mar. 1996	88
Apr. 1996	1.04
May 1996	1.68
June 1996	1.35
July 1996	1.02
Aug. 1996	1.05
Sep. 1996	.93
Oct. 1996	1.38
Nov. 1996	1.06
Dec. 1996	.74
Jan. 1997	1.13
Average	1.02

These include network problems in drops,
outside plant and central office.

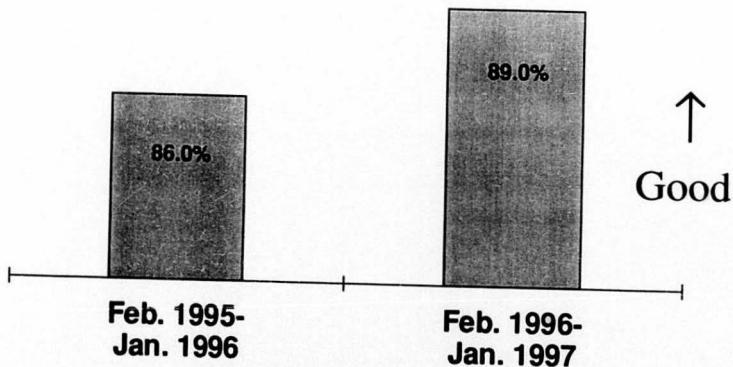
Out of Service Less Than 24 Hours



Business Office--Calls Answered In 20 Seconds



Repair Calls Res/Bus-- Answered In 20 Seconds



South Dakota

1995 Complaints

	<u>Held Orders</u>	<u>Installation</u>	<u>Repair</u>	<u>Access</u>	<u>Drops</u>
January	0	0	6	0	0
February	0	0	0	0	0
March	3	3	1	0	0
April	0	0	4	0	0
May	5	0	8	1	0
June	6	2	4	0	1
July	8	2	3	1	2
August	18	2	12	0	2
September	14	2	4	0	0
October	22	1	2	0	0
November	12	0	1	0	0
December	<u>13</u>	<u>3</u>	<u>3</u>	<u>0</u>	<u>0</u>
	101	15	48	2	5

South Dakota

1996 Complaints

	<u>Held Orders</u>	<u>Repair</u>	<u>Installation</u>	<u>Access</u>	<u>Drops</u>
January	3	1	1	0	0
February	3	1	0	0	0
March	3	5	0	0	0
April	2	3	1	0	0
May	3	2	0	1	0
June	9	4	3	0	3
July	13	2	3	2	0
August	5	2	1	0	1
September	6	5	0	0	1
October	8	6	0	0	0
November	1	0	0	0	0
December	<u>8</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>
	64	32	9	3	5

CERTIFICATE OF SERVICE

I hereby certify that an original and ten copies of the foregoing DIRECT TESTIMONY OF JOHN LEHNER on behalf of U S WEST Communications, Inc. was sent via overnight delivery on the 15th day of May, 1997, to the following:

William Bullard, Jr.
Executive Director
South Dakota Public Utilities Commission
State of South Dakota
500 East Capitol Avenue
Pierre, SD 57501

In addition, a true and correct copy was deposited into the United States mail, postage prepaid, addressed to the following:

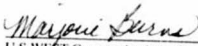
David A. Gerdes
May Adam Gerdes & Thompson LLP
Counsel for MCI
P. O. Box 160
Pierre, SD 57501-0160

John S. Lovald, Esq.
Olinger Lovald Robbennolt
& McCahren PC
117 E. Capitol
PO Box 66
Pierre SD 57501

Maria Arias-Chapleau, Esq.
Marry Tribby, Esq.
AT&T Law Department
1875 Lawrence St., Suite 1575
Denver CO 80202

Glenn E. Solomon, Esq.
Sidley & Austin
555 W. 5th St., 40th Fl.
Los Angeles CA 90013-2007

Thomas J. Welk, Esq.
Boyce Murphy McDowell
& Greenfield
101 N. Phillips Ave., Suite 600
Sioux Falls, SD 57117


U S WEST Communications, Inc.

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA**

IN THE MATTER OF THE INVESTIGATION OF	) AMENDED ORDER FOR
U S WEST COMMUNICATIONS, INC.'S	) AND NOTICE OF
SERVICE QUALITY PERFORMANCE	) PROCEDURAL SCHEDULE
	) AND HEARING
	) TC97-016

On February 20, 1997, the Public Utilities Commission (Commission) opened this docket to review U S WEST's service quality performance pursuant to the Commission's Order Approving Stipulation and Addendum in Docket TC94-121. In that docket, the Commission approved a rate increase for residential and business basic local exchange service. The Commission further decided that a proposed second increase may be implemented at the end of 18 months from the first increase depending on U S WEST's service quality performance. The Commission directed the Commission staff to review U S WEST's service quality performance at the end of 12 months following the effective date of the increase. The Commission set an intervention deadline of March 7, 1997, for this docket.

On February 25, 1997, MCI Telecommunications Corporation (MCI) filed a Petition to Intervene, and on March 4, 1997, AT&T Communications of the Midwest, Inc. (AT&T) filed a Petition to Intervene.

By Order dated April 28, 1997, the Commission granted both Petitions to Intervene.

The procedural schedule for testimony and a hearing on this matter shall be as follows:

DATE	PROCEDURAL SCHEDULE
May 16, 1997	U S WEST's prefiled testimony due
June 6, 1997	Staff and intervenor prefiled testimony due
June 12-13, 1997	Hearing commencing at 9:00 A.M. on June 12, 1997, and continuing through June 13, 1997, in Room 423 of the State Capitol Building, Pierre, South Dakota.

The Commission has jurisdiction in this matter pursuant to SDCL Chapter 1-26, 49-13 and 49-31. The Commission may rely upon any or all of these or other laws of this state in making its determination.

The issue is whether based upon the Commission's investigation of U S WEST's service quality performance from February 12, 1996, to February 11, 1997, a second rate

increase, scheduled to be implemented at the end of 18 months from the first increase, may be implemented (in whole or in part), delayed or rejected

The hearing is an adversary proceeding conducted pursuant to SDCL Chapter 1-26. All parties have the right to attend and represent themselves or be represented by an attorney. However, such rights and other due process rights shall be forfeited if not exercised at the hearing. If you or your representative fail to appear at the time and place set for the hearing, the Final Decision will be based solely on testimony and evidence provided, if any, during the hearing or a Final Decision may be issued by default pursuant to SDCL 1-26-20.

The Commission, after examining the evidence and hearing testimony presented by the parties, shall make Findings of Fact, Conclusions of Law, and a Final Decision. As a result of the hearing the Commission may implement (in whole or in part), delay, or reject the second increase pursuant to its decision in TC94-121. The Final Decision made by the Commission may be appealed by the parties to the Circuit Court and the South Dakota Supreme Court as provided by law. It is therefore

ORDERED that the procedural schedule specified above shall be followed by all parties, it is

FURTHER ORDERED that a hearing shall be held at the time and place specified above

Pursuant to the Americans with Disabilities Act, this hearing is being held in a physically accessible location. Please contact the Public Utilities Commission at 1-800-332-1782 at least 48 hours prior to the hearing if you have special needs so arrangements can be made to accommodate you.

Dated at Pierre, South Dakota, this 20th day of May, 1997.

CERTIFICATE OF SERVICE	
The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.	
By	<u>William T. Bullard</u>
Date	<u>5/21/97</u>
(OFFICIAL SEAL)	

BY ORDER OF THE COMMISSION:
Commissioners Burg, Nelson and
Schoenfelder

William T. Bullard
WILLIAM BULLARD, JR.
Executive Director



South Dakota Public Utilities Commission



State Capitol Building, 500 East Capitol Avenue, Pierre, South Dakota 57501-5070

June 6, 1997

Capitol Office
Telephone (605) 773-3201
FAX (605) 773-3809

Transportation/
Warehouse Division
Telephone (605) 773-5280
FAX (605) 773-3225

Consumer Hotline
1-800-332-1782

TTY Through
Relay South Dakota
1-800-877-1113

Internet
billb@pub.state.sd.us

Jim Burg
Chairman

Pam Nelson
Vice-Chairman
Laska Schoenfelder
Commissioner

William Ballard Jr.
Executive Director

Edward R. Anderson
Harlan Best
Martin C. Bettmann
Charlie Bolle
Sue Cichos
Karen E. Cremer
Marlette Fuschbach
Shariann Fugitt
Lewin Hammond
Lena Healy
Cameron Hosenick
Dave Jacobson
Bob Knadle
DeLaine Koelbe
Tern J. Leumcster
Jeffrey P. Looreson
Terry Norum
Gregory A. Rislov
Tammi Stangor
Steven M. Wegman
Rolayne Ailts Wiest

William P. Heaston
Senior Attorney
U S WEST Communications, Inc.
1801 California, Suite 5100
Denver, CO 80202

Mr. David A. Gerdes
Attorney at Law
May, Adam, Gerdes & Thompson LLP
P. O. Box 160
Pierre, SD 57501-0160

Thomas J. Welk
Tamara A. Wilka
Attorneys at Law
Boyce, Murphy, McDowell, Greenfield
P. O. Box 5015
Sioux Falls, SD 57117-5015

Mr. John S. Lovald
Attorney at Law
Olinger, Lovald, Robbenolt, McCahren
P. O. Box 66
Pierre, SD 57501-0066

Re: In the Matter of the Investigation of
U S WEST Communications, Inc.'s
Service Quality Performance
Docket TC97-016

Dear Counsel:

Enclosed you will each find copies of Testimony of Gregory A. Rislov, Harlan Best, Robert L. Knadle, Steven M. Wegman and LaNiece Healy. You will note that some of the exhibits are confidential. Exhibits A and B of Harlan's testimony, Exhibit 3 of Steve's testimony, and Exhibits A through D of LaNiece's testimony are all confidential and therefore have not been sent to AT&T or MCI. Dave and John, if you wish to obtain copies of those confidential exhibits you will have to make arrangements with U S WEST. This is intended as service upon you by mail.

Very truly yours,

Rolayne Ailts Wiest

Rolayne Ailts Wiest
Staff Attorney

RAW dk
Enc

52

CERTIFICATE OF SERVICE
TC97-016

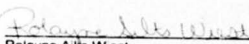
I hereby certify that copies of the Testimony of Gregory A. Rislov, Harlan Best, Robert L. Knadle, Steven M. Wegman and LaNiece Healy were served on the following by mailing the same to them by United States Post Office First Class Mail, postage thereon prepaid, at the address shown below on this the 6th day of June, 1997.

William P. Heaston
Senior Attorney
U S WEST Communications, Inc.
1801 California, Suite 5100
Denver, CO 80202

Mr. David A. Gerdes
Attorney at Law
May, Adam, Gerdes & Thompson LLP
P. O. Box 160
Pierre, SD 57501-0160

Thomas J. Welk
Tamara A. Wilka
Attorneys at Law
Boyce, Murphy, McDowell & Greenfield
P. O. Box 5015
Sioux Falls, SD 57117-5015

Mr. John S. Lovald
Attorney at Law
Olinger, Lovald, Robbennolt & McCahren
P. O. Box 66
Pierre, SD 57501-0066



Rolayne Ailts Wiest
Special Assistant Attorney General
South Dakota Public Utilities Commission
500 East Capitol
Pierre, SD 57501

RECEIVED

JUN 06 1997

BEFORE THE
PUBLIC UTILITIES COMMISSION
STATE OF SOUTH DAKOTA

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

IN THE MATTER OF THE INVESTIGATION OF
U S WEST COMMUNICATIONS, INC.'S
SERVICE QUALITY PERFORMANCE

DOCKET NO. TC97-016
TESTIMONY OF GREGORY A. RISLOV
ON BEHALF OF THE COMMISSION STAFF
JUNE, 1997

84

EXHIBIT

7

**BEFORE THE
PUBLIC UTILITIES COMMISSION
STATE OF SOUTH DAKOTA**

**IN THE MATTER OF THE INVESTIGATION OF
U S WEST COMMUNICATIONS, INC.'s
SERVICE QUALITY PERFORMANCE**

**Docket No. TC97-016
Testimony of Gregory A. Rislov
On Behalf of the Commission Staff
June, 1997**

1 Q Please state your name, address, and present position.

2 A My name is Gregory A. Rislov, my business address is: Public Utilities
3 Commission (PUC), State Capitol Building, Pierre, S.D. 57501. I am
4 currently employed as director of the Fixed Utilities Division of the PUC

5 Q What is your educational background and experience?

6 A I graduated in 1976 from the University of South Dakota in Vermillion
7 with a Bachelor of Science degree in Business Administration, majoring in
8 Accounting. In 1980 I received a Master of Business Administration degree
9 from the same institution. I began work with the PUC as a utility analyst in
10 July, 1976. I was named Director of the Fixed Utilities Division in April of
11 1984. Although the main focus of my work has been statutorily prescribed
12 analysis of utility operations and administration of rate cases and other
13 dockets, I also become involved in general and policy matters related to
14 utility regulation. I have testified before Senate, House, and various interim
15 legislative committees on a variety of matters with a potential effect on
16 rates and costs of service. I have appeared before the public, when

1 directed by the Commissioners, on behalf of the PUC

2 Q Have you previously testified before this Commission?

3 A Yes, in approximately fifty major electric, natural gas, and
4 telecommunications dockets. I have participated in many dockets where
5 settlement was reached with no need for testimony preparation.

6 Q What is the purpose of your testimony in this proceeding?

7 A I will discuss staff's filing in general, and will comment on U S WEST's
8 (USWC's) progress in implementing the investment plan.

9 Q Why is staff reviewing USWC service quality in this formal docket, and
10 how is the investment plan related to consideration of the second stage
11 increase?

12 A In Doc. et TC94-121 the Commission approved USWC's and staff's
13 stipulated cost of service and rate structure. (Order dated January 8,
14 1996). The Settlement Agreement in Docket TC94-121 between USWC
15 and Staff, which was filed June 12, 1995, and amended on December 18,
16 1995, specified a three-step, phased-in increase. The Commission's order
17 adopted this approach, but also made the second stage increase subject to
18 review of USWC's service quality performance at the end of 12 months
19 following the effective date of the first increase. The twelve months have
20 passed and USWC is now seeking the second stage increase. Staff's
21 review of service quality is being done to comply with the Commission's
22 January 8, 1996 Order. The investment plan deployment is necessarily
23 tied to any increases ordered in Docket TC94-121, as the investment plan

1 was part of the approved stipulation, and the effects of the plan relate to
2 service quality

3 Q How has Staff approached fulfilling the requirements of the
4 Commission-Ordered review?

5 A The Commission's Order gave no specifics about what service
6 components would be analyzed in its review. We therefore decided to
7 incorporate any potential relevant, or rate increase-related issue. Once the
8 issue list was developed, we then reviewed each issue in detail. Staff
9 witness Harlan Best will review performance in specific categories of
10 service quality. Staff witness Robert Knadle will provide a comparison of
11 service quality requirements in the various USWC states. Staff witness
12 Leni Healy will analyze complaints filed with this Commission. Staff
13 witness Steve Wegman will review USWC's response to recommendations
14 made in Docket TC95-044, a docket concerned with adequacy of USWC's
15 facilities and service. Witness Wegman will also analyze the service
16 effects of USWC's compliance with the South Dakota Investment Plan.
17 The Investment Plan was detailed in Attachment "A" of the Stipulation
18 reached between USWC and Staff in Docket TC94-121.

19 Q What are the individual components of the investment plan?

- 20 A 1. Deployment of CLASS services by year end 1997.
21 2. Single party service deployed by year end 2000.
22 3. Infrastructure plan
23 a. SMAS (Special Metallic Access Systems) deployed by 1998.
24 b. DACS (Digital Access and Cross Connect System) deployed by
25 1999.

- c SONET Multiplexers deployed by 1998.
 - d Frame Relay deployed by 1997.
 - e ATM switches deployed by 1997.
 - f Local fiber distribution deployed by 1999.
 - g RSM (Remote Switch Modules) deployed by 1997.
 - h Internet service deployed by 1996.
- 4 Distance learning deployed by 1996.

Q Has USWC complied with the plan?

A CLASS services were due to be completed by year end 1997. The CLASS service component was completed in May 1997, approximately seven and one half months ahead of schedule.

Multi-party service elimination, per the plan, began in 1996 and will be complete in 2000. USWC is on target to have completed approximately 25% of the changeover by year-end 1997.

SMAS is to be completed by year end 1997, or one year ahead of schedule.

DACS is to be added by year end 1999 in Huron, Rapid City, Watertown, and Yankton. Rapid City has the system installed, but not yet turned up.

SONET or survivable ring technology has been installed for the two eastern South Dakota rings as proposed in the investment plan. The plan specified year end 1998, but it is already in and operational.

Frame relay is now available at every USWC exchange in South Dakota. It

1 was scheduled for year end 1997 deployment

2 ATM switches are scheduled for year end 1997 deployment. They are not
3 yet installed.

4 The local fiber distribution calls for a specific amount of capital to be spent
5 on deploying fiber in six cities. The installation of the plan portion is to be
6 completed by 1999. No fiber has yet been installed. The plans call for
7 installation in at least one of those cities this summer.

8 RSMs are to be placed in Redfield and Mitchell by year end 1997. They
9 are not yet installed.

10 Internet service was deployed in 1996 per the plan.

11 The distance learning initiative applies to the thirty-six school districts
12 within USWC's service territory. Some districts have multiple schools, so
13 there are 225 schools and 79,347 students potentially involved. As of May
14 28, 1997, nineteen school districts are completed, five are scheduled,
15 eleven are pending, and one has declined. As of June 3, 1997, USWC
16 had donated 2,774 labor hours of services which were not charged against
17 the plan cost.

18 Q Does that include all elements of the investment plan?

19 A Yes, it does.

20 Q Is there any deviation between the plan as ordered and the actual
21 deployment?

1 A. The major deviation is that several projects have been completed ahead
2 of schedule.

3 Q. Does this plan address infrastructure and service needs of South
4 Dakota?

5 A. USWC and staff developed and settled on the plan, the Commissioners
6 approved the plan, have been briefed on aspects and implementation of
7 the plan, and are aware the plan may be altered by mutual agreement.
8 The intent of the plan was and continues to be that of addressing at least
9 some of the service needs of South Dakota.

10 Q. Has the investment plan improved service quality?

11 A. Yes, to the extent service quality can be tied to elements of the plan.

12 Q. Is the cost of the improvements relevant to the second stage increase?

13 A. The cost of the investment plan is not in the cost of service that
14 supports both the initial increase and the second stage increase. However,
15 as stated before, the investment plan was part of the TC94-121 Settlement
16 which was approved and is the blueprint for the phased-in rate increases.
17 This means USWC's implementation of the plan is conditioned on
18 continuation of the Settlement, and therefore is a necessary review item
19 when considering granting of the second stage increase. It is also a factor
20 in service quality measurement, and should be reviewed on that basis as
21 well.

22 Q. I have no further questions.

BEFORE THE
PUBLIC UTILITIES COMMISSION
STATE OF SOUTH DAKOTA

RECEIVED

JUN 06 1997

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

IN THE MATTER OF THE INVESTIGATION OF U S WEST)
COMMUNICATIONS, INC.'S SERVICE QUALITY PERFORMANCE)

TC97-016

Testimony And Exhibits Of Harlan Best
On Behalf of the Commission Staff

June 6, 1997

91

EXHIBIT

3

BEFORE THE
PUBLIC UTILITIES COMMISSION
STATE OF SOUTH DAKOTA

IN THE MATTER OF THE INVESTIGATION OF U S WEST)
COMMUNICATIONS, INC.'S SERVICE QUALITY PERFORMANCE) TC97-016

Testimony and Exhibits of Harlan Best
On Behalf of the Commission Staff
June 6, 1997

- 1 Q Please state your name and business address.
- 2 A My name is Harlan D. Best. My business address is the State Capitol Building,
- 3 Pierre, South Dakota 57501.
- 4 Q What is your education and work experience?
- 5 A I graduated from the University of South Dakota in May of 1975 with a Bachelor
- 6 of Science degree in Business Administration, majoring in Accounting. I received
- 7 my public accountant's license in July of the same year. I commenced employment
- 8 with the South Dakota Public Utilities Commission (Commission) in October of
- 9 1975 as a utility analyst. I was named Deputy Director of the Fixed Utilities
- 10 Division in April of 1987. I have attended a number of seminars and workshops
- 11 on utility related matters since my employment with the Commission.
- 12 Q Have you previously presented testimony before this Commission?
- 13 A Yes. I have presented written and oral testimony and exhibits on numerous

- 1 occasions before this Commission primarily on telecommunications, but also on
2 electricity issues
- 3 Q What is the purpose of your testimony?
- 4 A The purpose of my testimony is to give my opinion to the Commission regarding
5 the quality of service results reported by U S WEST Communications (U S
6 WEST).
- 7 Q What reports has U S WEST submitted to staff with quality of service results?
- 8 A U S WEST filed monthly quality of service results following the methodology
9 agreed to by Staff and U S WEST in the stipulation which was presented to the
10 Commission on December 18, 1995. U S WEST also filed, in response to Staff
11 Data Request Number 2, the measurements used by U S WEST for all of the U S
12 WEST states for tracking quality of service. U S WEST refers to this tracking
13 report as Basic Service Measurements.
- 14 Q Was the stipulation you referred to approved by the Commission?
- 15 A No. By order, dated January 8, 1996, the Commission rejected the stipulation and
16 agreement proposing quality of service measurements and ordered a review of U S
17 WEST's service quality performance prior to August 12, 1997. U S WEST agreed
18 to file the measurements with staff on a monthly basis so results could be tracked.
- 19 Q Have you prepared an exhibit summarizing the service quality measurements
20 submitted by U S WEST as proposed in the rejected stipulation?
- 21 A Yes. Exhibit A, which is confidential, provides a month by month summary of the

1 quality of service results as proposed by staff and U S WEST to the Commission
2 on December 18, 1995, in the stipulation and agreement.

3 Q Have you prepared an exhibit summarizing the service quality measurements as
4 submitted by U S WEST in response to Data Request Number 2?

5 A Yes. Confidential Exhibit B consists of six pages showing the quality of service
6 monthly results separately for residence and business as measured by U S WEST.

7 Q Why is there a difference in the results shown on the two exhibits?

8 A Exhibit A combines the residence and business results, while Exhibit B keeps the
9 results separate for residence and business reporting. There is also a difference in
10 the way in which service orders are reported for meeting the 2 day service
11 standard. Exhibit A treats a service order as a miss if the customer wants service
12 installed beyond two days, e.g., moving into a new home in seven days. U S
13 WE T for its internal measurement treats this request for service installation
14 beyond the two day standard as being met if the customer is offered the service in
15 two days but does not want the service that soon.

16 Q Please explain Confidential Exhibit A.

17 A The top half of Exhibit A, page 1, shows, on a monthly basis, the amount of the
18 \$1.50 that was at risk based on how U S WEST performed in meeting the
19 proposed service quality standards of staff and U S WEST. The bottom half
20 shows the actual results for each month since January 1996 to March 1997.
21 Exhibit A, page 2, further breaks down the category of service intervals met within

1 two business days into percentages for the subcategories of change, new, and
2 transfer orders

3 Q Why did U S WEST file for a \$2 10 residence increase if only \$1 50 is at risk?

4 A The difference between \$2 10 and \$1 50 is the phase in for rolling touch tone into
5 the basic residential monthly rate

6 Q How does U S WEST arrive at the numbers shown on Confidential Exhibits A and
7 B?

8 A When a customer calls U S WEST, the call is routed to one of three locations for
9 residential service (Des Moines, Omaha or St Paul) or one of five locations for
10 business (Des Moines, Omaha, St Paul, Seattle or Portland, Oregon) by an
11 automatic call distributor. The automatic call distributor performs the following
12 functions: 1. It recognizes and answers the incoming call. 2. It looks in its data
13 base for instructions on what to do with the call. 3. Based on these instructions, it
14 sends the call to a voice response unit

15 At the voice response unit the customer is requested to select from the
16 following options: "To discuss payments on your account, charges on your bill, or
17 general billing questions, press one. For repair, press two, for any other reason,
18 press three." Once the appropriate number is pressed the 20 second clock starts.
19 If the customer is calling from a non-touch tone phone the 20 seconds start when
20 the recording is complete.

21 The call is now transferred to the appropriate center -- the business office

1 or the repair center. A sales consultant or sales and service consultant asks how he
2 or she can be of assistance.

3 If the call is for new service, a change in service or a transfer of service, the
4 sales and service consultant enters data to cells on a computer screen for that
5 customer. If a cell is skipped or contains data that the computer does not
6 recognize, the sales and service consultant receives an error message that the
7 service order can not be processed as entered and the sales and service consultant
8 must correct the entered data so the service order can be processed. The same
9 procedure is used for business and repair service.

10 Q Does each office record the number of calls received?

11 A Yes. The call numbers are sent to the Denver office via electronic transmission
12 from each remote site computer upon request by the Denver computer. In Denver
13 the calls from each remote site are compiled into reports for both residential and
14 business for the following categories: 1. Provisioning -- % Commitments Missed,
15 % 2-Day Standard Interval Met, 2. Repair -- % Commitments Missed, %
16 Standard Interval Met, 3. % Not Answered in 20 Seconds -- Business Office
17 Access, Repair Bureau Access.

18 The only human intervention is when a state commission requests a specific
19 type of report such as the reports shown in Confidential Exhibit A. For the reports
20 received by staff, an individual must take the computer generated numbers and
21 combine the residential and business numbers into a report specific for South

1 Dakota This is done by copying and pasting the individual numbers to create the
2 South Dakota specific report

3 Q Does U S WEST South Dakota use the measurements in Confidential Exhibit A
4 when it wants to compare South Dakota service quality with the other U S WEST
5 states?

6 A No U S WEST uses Basic Service Measurements for tracking quality of service
7 measurements for residence and business customers. Confidential Exhibit B
8 compares U S WEST South Dakota monthly percentages for the years 1995 and
9 1996 and the first four months of 1997 for the following categories: 1.
10 Provisioning -- % Commitments Missed, % 2-Day Standard Interval Offered, 2
11 Repair -- % Commitments Missed, % Standard Interval Met, 3. % Not Answered
12 In 20 Seconds -- Business Office Access, Repair Bureau Access

13 Q Wha. is your opinion of the numbers received by staff from U S WEST on quality
14 of service results each month?

15 A Based on site visits to Denver and Des Moines and the fact that all calls are
16 processed and recorded by computer with no human intervention, I can find no
17 reason not to accept the numbers as presented by U S WEST. In the Des Moines
18 business office I sat with sales and service consultants and monitored calls which
19 were directed to them by the automatic call distributor. They would enter the
20 request for service, give a telephone number, quote an installation time, and quote
21 the local rate and the installation rate if facilities were shown to be available. I also

1 sat with a service consultant in the repair office. When a repair call came in, she
2 would test the line, answer questions from the customer, and, if needed, ask any
3 clarification questions before sending the trouble report to repair.

4 If the entry is complete the computer will accept the service order or repair
5 request. The computer automatically tallies the entries and sends the data to
6 Denver for compilation into the Basic Service Measurements report as shown by
7 Confidential Exhibit B.

8 Q Have you reviewed the tariffs filed by U S WEST in TC97-046?

9 A Yes. The tariffs submitted by U S WEST increase the residence rate by \$2.10 per
10 month, except for the one-party rate in Rate Group 1 which is increased by \$1.70.
11 The \$1.70 increase moves the one-party rate to \$19.35, which is the price cap for
12 residence service. Business rates are increased by \$.90 per month, which is the
13 roll-in for touch tone service. Rate Group 1 for one-party business service will
14 now be at the price cap of \$38.40.

15 Q What exchanges of U S WEST are in Rate Group 1?

16 A Sioux Falls, Harrisburg and Tea.

17 Q Does this conclude your testimony?

18 A Yes.

CONFIDENTIAL

1

RECEIVED

JUN 06 1997

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

BEFORE THE
PUBLIC UTILITIES COMMISSION
STATE OF SOUTH DAKOTA

IN THE MATTER OF THE INVESTIGATION OF
U S WEST COMMUNICATIONS, INC.'S
SERVICE QUALITY PERFORMANCE

DOCKET NO. TC97-016
TESTIMONY AND EXHIBITS OF ROBERT L. KNADLE
ON BEHALF OF THE COMMISSION STAFF
JUNE, 1997

107

EXHIBIT

4

BEFORE THE
PUBLIC UTILITIES COMMISSION
STATE OF SOUTH DAKOTA

IN THE MATTER OF THE INVESTIGATION OF
U S WEST COMMUNICATIONS, INC.'S
SERVICE QUALITY PERFORMANCE

DOCKET NO. TC97-016

TESTIMONY AND EXHIBITS OF ROBERT L. KNADLE
ON BEHALF OF THE COMMISSION STAFF
JUNE, 1997

1 Q Please state your name, business address and current position

2 A My name is Robert L. Knadle and my business address is Public Utilities Commission, State
3 Capitol Building, Pierre, South Dakota 57501. I am presently employed as a utility analyst with
4 the Fixed Utilities Division of the Public Utilities Commission.

5 Q Please describe your educational background and experience.

6 A I have been with the Public Utilities Commission since March of 1980. I received a Bachelor
7 of Science Degree in Commercial Economics from South Dakota State University in December of
8 1979. I have attended a number of seminars and workshops on utility related matters since my
9 employment with the Commission.

10 Q Have you previously presented testimony before this Commission?

1 A Yes I have presented written and oral testimony and exhibits on numerous occasions before
2 this Commission primarily on electric and gas matters.

3 Q What is the purpose of your testimony?

4 A I shall present to the Commission the South Dakota Service Quality Standards that U S
5 WEST Communications, Inc. (USWC) and the Staff of the Commission (Staff) filed with the
6 Commission on December 18, 1995, in the form of a Stipulation and Agreement in Docket No.
7 TC94-121, and the applicable standards adopted in the other thirteen states in which USWC
8 operates. The Commission rejected the Stipulation and Agreement As To Service Quality
9 Standards by Order dated January 8, 1996.

10 Q What were the categories of service quality standards proposed by Staff and USWC in Docket

11 No. TC94-121?

12 A. The proposed standards were the following.

13 1) Provisioning of service

14 2) Repair

15 a Rate of trouble reports

16 b Repair of trouble reports

17 3) Access to service center

18 a Access to repair service center

1 b. Access to business office

2 Q What sources provided the information that is depicted on your exhibits?

3 A On April 9, 1997, USWC provided Staff with information relating to the service quality
4 compliance USWC is required to achieve in its other 13 states. That data referenced rules,
5 agreement/order, and agreement or expectation. Staff requested further data from the company in
6 this regard which was provided. I contacted, via the telephone, the other 13 state commissions in
7 which USWC operates and requested and received a copy of their telecommunications service
8 quality standards and/or rules and any Settlement Agreement and/or Orders with USWC that
9 pertained to service quality standards. The data that I utilized in my exhibits was taken from the
10 information that I received from the other state commissions.

11 Q Have you prepared an exhibit which depicts the service quality standards currently in effect for
12 the above-mentioned categories in which USWC operates?

13 A Yes. Exhibit ___RLK-1 shows the telecommunications service quality standards and penalty
14 provisions related to those categories.

15 Q Please explain the construction of Exhibit ___RLK-1.

16 A Schedule 1 relates to the provisioning of service standard. Schedule 2 relates to the repair of

1 trouble reports standard. Schedule 3 relates to the rate of trouble reports standard. Schedule 4
2 relates to the access to repair service standard. Schedule 5 relates to the access to business office
3 standard. Finally, Schedule 6 indicates the penalty provisions applicable to the standards depicted
4 on Schedules 1 through 5. The phrase "(Commission rule)" on the exhibits indicates that the
5 standard and/or penalty applies to all of the telecommunications companies under the jurisdiction
6 of the state commission. The phrase "(USWC Settlement Agreement/Order)" or "(USWC
7 Policy)" would only be applicable to USWC.

8 Q. Could you please summarize the ranges of standards that are depicted on Schedules 1 through
9 5 for the above-mentioned service quality standards?

10 A. Yes. The ranges are as follows:

11 1) Provisioning of service---The range is from no standard in some states to a standard
12 that requires the provisioning of service within 2 business days. This standard provides that if,
13 due to company reasons, USWC misses a commitment to install service within 2 business days or
14 upon the requested installation date, if later, each residential customer will receive a \$15 credit per
15 primary line or additional line order when the company does not meet the installation appointment
16 date, and each business customer will receive a \$45 credit per primary line or additional line order
17 when the company doesn't meet the installation date (USWC Settlement Agreement/Order in
18 Minnesota).

19 2) Repair of trouble reports---The range is from no standard in some states to a standard
20 that requires repair within a certain time period. Specifically, this standard provides that in central

1 offices with an excess of 10,000 terminals, 80% of business service must be cleared within 2
2 hours and 80% of residence service must be cleared within 4 hours. In central offices with fewer
3 than 10,000 terminals, 80% of business service must be cleared within 8 hours and 80% of
4 residence service must be cleared within 24 hours (Commission rule in Iowa)

5 3 Rate of trouble reports. The range is from no standard in some states to a standard
6 that requires that a company's 12 month rolling average does not exceed 2 trouble reports per 100
7 access lines per wire center (Commission rule in Oregon)

8 4 Access to repair service---The range is from no standard in some states to a
9 requirement that 90% of calls shall be answered within 20 seconds (USWC Settlement
10 Agreement/Order in Minnesota and Commission rule in Nebraska)

11 5 Access to business service---The range is from no standard in some states to a
12 requirement that 90% of calls shall be answered within 20 seconds (USWC Settlement
13 Agreement/Order in Minnesota and Commission rule in Nebraska)

14 Q Does this conclude your testimony at this time?

15 A Yes

TELECOMMUNICATIONS SERVICE QUALITY STANDARDS
PROVISIONING OF SERVICE
AS OF JUNE 1, 1997

South Dakota

-Staff proposed standard (TC94-121)---The company shall complete customer's orders for the installation of all new, transfer, or change services offered by the company for residential and business service within 2 business days of the order date

-Minimum standard is 80% of service intervals met within 2 business days (Applicable to 80% of the \$ 75 at risk for this category)

-If 88% of the service intervals are met within 2 business days then the company would get 100% of the \$ 75 at risk for this category

Arizona

-The company shall provide basic local exchange service (first and second lines) no later than 5 working days from the date of the customer's application. (USWC Settlement Agreement/Order)

Colorado

-Each LEC shall provide a customer with basic local exchange service no later than 150 working days from the date of the customers application. When the LEC fails to provide basic local exchange service for the first residential and first business line at a residential premise, and to the first two lines at a business premise within 30 calendar days the LEC shall provide temporary alternatives to basic local exchange service such as remote call forwarding and alternative services, chosen by the customer, that are not regulated by the commission. (Commission rule)

Idaho

-No standard

Iowa

-Each local exchange utility shall make all reasonable efforts to maintain a 2 business day standard for basic connection service for residential customers and a 3 business day standard for all other customers. (Commission rule)

Minnesota

-If, due to company reasons, USWC misses a commitment to install service within 2 business days or upon the requested installation date, if later, each residential customer will receive a \$15 credit per primary line or additional line order when the company does not meet the installation appointment date, and each business customer will receive a \$45 credit per primary line or additional line order when the company doesn't meet the installation date. (USWC Settlement Agreement/Order)

Montana

-90% of the exchange carrier's service order installations not requiring construction or special engineering shall be completed within 3 business days after appropriate pre-installation fees are paid. (Commission rule)

-90% of the exchange carrier's service orders requiring construction or special engineering shall be filled no later than 30 days after the customer has made such application after pre-installation fees are paid. (Commission rule)

-The final statewide objective for USWC specified in paragraph IV A 2 of the Agreement is amended from 90% to 75.8% provided, however, that every customer request for an in-service date more than 3 business days into the future will be counted as a miss. (USWC Settlement Agreement/Order)

Nebraska

-USWC service order intervals. The 1996 target is 85% offered standard 2 day interval, corrective action explanations for results below 75%. (USWC Agreement)

New Mexico

-USWC shall fill all requests for the establishment of primary, residential and business basic exchange service within the following number of days from the customer requested date

Inside Base Rate Area		
Primary line	15 days	
Secondary lines	30 days	
Outside Base Rate Area (less than 1000 feet to nearest distribution terminal)		
Primary line	30 days	
Secondary lines	30 days	
Outside Base Rate Area (more than 1000 feet to the nearest distribution terminal)		
Primary line	90 days	
Secondary lines	90 days	(USWC Settlement Agreement/Order)

North Dakota

-No standard

Oregon

-At the time a request for access line service is taken, a customer shall be given a committed due date of no more than 5 business days (unless a later date is mutually agreed to). A telecommunications utility shall meet at least 90% of commitments for service. (Commission rule)

Utah

-No standard

Washington

-As measured on a calendar monthly basis, 90% of a local exchange company's applications for installation of up to 5 residence or business primary exchange access lines in any exchange shall be completed within 5 business days after the date of receipt of the applications when all tariff requirements have been met by the applicant or subscriber. (Commission rule)

-99% shall be completed within 90 days. (Commission rule)

Wyoming

-No standard

TELECOMMUNICATIONS SERVICE QUALITY STANDARDS
REPAIR OF TROUBLE REPORTS
AS OF JUNE 1, 1997

South Dakota

-Staff proposed standard (TC94-121)---The company will satisfy out of service trouble reports within 24 hours and provide each customer with a commitment time by which repairs will be completed

-Minimum standard is 75% cleared within 24 hours (applicable to 80% of the \$ 30 at risk for this category)

-If 80% is cleared within 24 hours then the company would get 100% of the \$ 30 at risk for this category.

Arizona

-The company shall clear 85% of all out of service trouble reports during any 3-month period within 24 hours. (USWC Settlement Agreement/Order)

-The company shall meet 90% of its repair service commitments during any 3-month period. (USWC Settlement Agreement/Order)

Colorado

-85% of all out of service trouble reports for each month, for each wire center, shall be cleared within 24 hours. (Commission rule)

Idaho

-The company must restore at least 90% of out of service trouble reports within 24 hours after the report of the outage if no emergency exists and within 16 hours if the customer notifies the company that the outage creates an emergency. (Commission rule)

Iowa

-In central offices in excess of 10,000 terminals:

Business service: 80% cleared within 2 hours

Residence service: 80% cleared within 4 hours

-In central offices with fewer than 10,000 terminals

Business service: 80% cleared within 8 hours

Residence service: 80% cleared within 24 hours (Commission rule)

Minnesota

-95% of all out of service cleared in less than 24 hours. (USWC Settlement Agreement/Order)

Montana

-90% of out of service trouble reports shall be cleared within 24 hours, excluding Sunday. (Commission rule)

Nebraska

-USWC will clear 65% in less than 24 hours in first quarter of 1996 and 75% in less than 24 hours for the remainder of 1996. (USWC Settlement Agreement/Order)

New Mexico

-USWC's service objective shall be to clear 90% of trouble reports, not requiring unusual repair, within 24 hours of the report being received by the company. (USWC Settlement Agreement/Order)

North Dakota

-No Standard

Oregon

-A telecommunications utility shall clear at least 95% of all reports within 48 hours each month. (Commission rule)

Utah

-Provisions shall be made to clear other out of service trouble not requiring unusual repair, within 48 hours of the report received by the utility, unless the customer agrees to another arrangement. (Commission rule)

Washington

-All reported interruptions of telecommunications service shall be restored within 2 working days, excluding Sundays and holidays. (Commission rule)

Wyoming

-No standard

TELECOMMUNICATIONS SERVICE QUALITY STANDARDS
RATE OF TROUBLE REPORTS
AS OF JUNE 1, 1997

South Dakota

- Staff proposed standard (TC94-121)---The rate of customer found trouble reports will not exceed 2 per 100 access lines per month
- Minimum standard is 2 per 100 access lines per month (applicable to 80% of the \$ 15 at risk for this category)
- If 1.8 per 100 access lines per month is met then the company would get 100% of the \$ 15 at risk for this category.

Arizona

- The company shall not exceed 8 reports per 100 access lines per wire center averaged over a 3-month period. (USWC Settlement Agreement/Order)

Colorado

- The company shall not exceed 8 reports per 100 access lines per month per wire center averaged over a 3-month period. (Commission rule)

Idaho

- No standards

Iowa

- Trouble report shall not exceed 7.5 reports per 100 access lines per month per exchange (Commission rule)

Minnesota

- No standard

Montana

-Monthly rate of all customer trouble reports, excluding reports concerning interexchange calls or nonregulated customer premises equipment, does not exceed 6 per 100 local access lines per month per exchange (Commission rule)

Nebraska

-It shall be the objective to so maintain access line service that the average rate of all access line trouble reports in an exchange is no greater than 6 per 100 access lines per month, based on a 6-month period (Commission rule)

New Mexico

-USWC's service objective for the average rate of customer reports in each exchange shall be a rate no greater than 5 per 100 access lines per month calculated on a 12-month moving average. (USWC Settlement Agreement/Order)

North Dakota

-No standard

Oregon

-Rolling 12 month average does not exceed 2 per 100 access lines per wire center (Commission rule)

Utah

-No standard

Washington

-Trouble reports by exchange shall not exceed 4 trouble reports per 100 access lines per month for 2 consecutive months, nor shall they exceed 4 trouble reports per month for 4 months in any 12-month period (Commission rule)

Wyoming

-No standards

TELECOMMUNICATIONS SERVICE QUALITY STANDARDS
ACCESS TO REPAIR SERVICE
AS OF JUNE 1, 1997

South Dakota

-Staff proposed standard (TC94-121)---Calls to each of the company's repair service centers each month will be answered within 20 seconds

-Minimum standard is 80% of the calls will be answered within 20 seconds (Applicable to 80% of the \$ 15 at risk for this category)

-If 88% of the calls are answered within 20 seconds then the company would get 100% of the \$ 15 at risk for this category

Arizona

-Calls shall be acknowledged within 20 seconds for 100 percent of all such calls and answered by an operator or other employee within 20 seconds for 80 percent of all such calls (USWC Settlement Agreement/Order)

Colorado

-Calls shall be acknowledged within 20 seconds and shall be answered by either a company representative or a voice-response or mechanized unit menu within 60 seconds (as measured from the same starting point in time as for the 20 second acknowledgement standard) for 85% of all such calls during any monthly period (Commission rule)

Idaho

-No standard

Iowa

-Calls shall be acknowledged within 20 seconds for 85% of such calls and within 40 seconds for 100% of such calls and shall be answered by an operator or other employee within an additional 40 seconds for 90% of all such calls (Commission rule)

122

Minnesota

-90% of USWC's calls answered within 20 seconds (USWC Settlement Agreement/Order)

Montana

-No standard

Nebraska

-90% of calls shall be answered within 20 seconds. Answered means that the operator or exchange carrier representative is ready to render assistance and/or accept information necessary to process the call (Commission rule)

New Mexico

-No standard

North Dakota

-No standard

Oregon

-85% shall be answered within 20 seconds each month (Commission rule)

Utah

-No standard

Washington

-Each local exchange utility shall answer 80% of repair calls within 30 seconds.
(Commission rule)

Wyoming

-No standard

TELECOMMUNICATIONS SERVICE QUALITY STANDARDS
ACCESS TO BUSINESS OFFICE
AS OF JUNE 1, 1997

South Dakota

- Staff proposed standard (TC94-121)---Calls to each of the company's business offices each month will be answered within 20 seconds
- Minimum standard is 80% of the calls will be answered within 20 seconds (Applicable to 80% of the \$ 15 at risk for this category)
- If 88% of the calls are answered within 20 seconds then the company would get 100% of the \$ 15 at risk for this category.

Arizona

- Calls shall be acknowledged within 20 seconds for 100 percent of all such calls and answered by an operator or other employee within 20 seconds for 80% of all such calls. (USWC Settlement Agreement/Order)

Colorado

- Calls shall be acknowledged within 20 seconds and shall be answered by either a company representative or a voice-response or mechanized unit menu within 60 seconds (as measured from the same starting point in time as for the 20 second acknowledgement standard) for 85% of all such calls during any monthly period. (Commission rule)

Idaho

- No standard

Iowa

- Calls shall be acknowledged within 20 seconds for 85% of such calls and within 40 seconds for 100% of such calls and shall be answered by an operator or other employee within an additional 40 seconds for 90% of all such calls. (Commission rule)

Minnesota

-90% of all USWC's calls answered within 20 seconds (USWC Settlement Agreement/Order)

Montana

-No standard.

Nebraska

-90% of calls shall be answered within 20 seconds. Answered means that the operator or exchange carrier representative is ready to render assistance and/or accept information necessary to process the call (Commission rule)

New Mexico

-No standard

North Dakota

-No standard.

Oregon

-85% shall be answered within 20 seconds each month (Commission rule)

Utah

-No standard.

Washington

-No standard.

Wyoming

-No standard.

TELECOMMUNICATIONS SERVICE QUALITY STANDARDS
PENALTY PROVISIONS
AS OF JUNE 1, 1997

South Dakota

-USWC service guarantee plan implemented July 1, 1996 For customers experiencing missed commitments in provisioning, USWC applies a \$10 credit for residence customers and a \$40 credit for business customers. For customers calling into USWC offices for repair missed commitments, the same credit of \$10 for residential and \$40 for business customers applies (USWC Policy)

-USWC cellular option plan as of June 19, 1996 All customers with orders held over 7 days will receive their choice of 1) unlimited local calling on a cellular phone supplied by USWC until landline service is offered or 2) \$100 credit for each month their order is held and free voice messaging. In addition, customers will be given 1) a telephone number, 2) a directory listing, 3) a toll calling card (if credit approved), and 4) an option of remote call forwarding. (USWC Policy)

Arizona

-In the event the company misses a service call by more than four hours, the company shall automatically make a credit to the monthly bill of the customer for missed appointments. This credit shall also apply when the company misses scheduled installation work to be done in the central office. (Commission Order)

Credit per missed appointment---Residence \$16.00, Business \$19.00

-In the event the customer's service from the company is interrupted and remains out of service for more than 8 continuous hours after being reported by the customer, or found to be out of service by the company, appropriate adjustments shall be automatically made by the company to the customer's bill. The adjustment will be a credit on the customer's monthly bill equal to 1/30 of the company's basic monthly service charges. (Commission order)

-When the company fails to provide initial basic local exchange service (first line) within 5 working days of the customer's application date or by the customers requested date (if that date is more than 5 working days beyond the application date) the company shall provide the customer with a telephone number, market expansion line (remote call forwarding), directory listing, calling card, and a waiver of the one time installation charge for the basic exchange line when initial service is established. (Commission order)

-If the initial basic local exchange service is not provided within 30 days of the customer's application date or by the customer's requested service date (if that date is more than 30 days beyond the application date), the company will also provide the customer a choice of credit for an amount equal to one-month of the basic local exchange service for each month or partial month service was not provided beyond the 30 day timeframe or provide the customer with a choice of a cellular voucher of \$150.00 for each month or partial month service was not provided beyond the 30-day timeframe, or voice messaging, or other answering service or device or paging service (Commission order)

-Held order schedule (Range is % total held orders of working access lines)

Range	Penalty amount per day
0911% and above	\$4,000
0701% to 0910%	2,000
0491% to 0700%	1,000
0281% to 0490%	no penalty applies
0% to 0280%	\$4,000 per day offset can be applied against
other	penalties assessed for that year (Commission order)

-Out of service repair schedule (range is % cleared less than 24 hours)

Range	Penalty amount per day
90.01% to 100.00%	\$4,000 per day offset can be applied against other penalties assessed for that year
75.01% to 90.00%	No penalty applies
43.01% to 75.00%	\$1,000
26.01% to 43.00%	2,000
0% to 26.00%	4,000 (Commission order)

-Repair and business office access schedule (range is % of calls by center answered within 20 sec)

Range	Penalty amount per day
85.01% to 100.00%	\$4,000 per day offset can be applied against other penalties assessed for that year
70.01% to 85.00%	no penalty applies
56.01% to 70.00%	\$1,000
32.01% to 56.00%	2,000
0% to 32.00%	4,000 (Commission order)

Colorado

-In the event the customer's jurisdictional service from the LEC is interrupted and remains out of service for more than 8 hours during a continuous 24-hour period after being reported by the customer or found to be out of order by the LEC, appropriate adjustments shall be automatically made by the LEC to the customer's bill. The adjustment will be, at a minimum, a credit on the monthly bill for jurisdictional LEC services proportional to the duration of the service interruption, with each occurrence of the loss of service for 8 hours during the 24-hour time period counting as one day. (Commission rule)

-In the event the LEC misses a service call by more than 4 hours, the LEC shall make a credit to the monthly bill of the customer in the amount of 1/3 the tariffed rate that was to be charged. This credit shall also apply when the LEC misses scheduled installation work to be done in the central offices. (Commission rule)

-When the LEC fails to provide basic local exchange service within 30 calendar days, the customer automatically will receive a waiver of any and all installation charges for each eligible basic local exchange service line and a credit to the customer's account in an amount at least equal to the pro rata monthly local exchange charge for each day thereafter that service is not provided. Further, the customer shall be entitled to choose either Option 1 or Option 2. Option 1 is reimbursement of up to \$150 per month or any part of a month for alternative services, chosen by the customer, that are not regulated by the Commission. Option 2 is alternative service offered by the LEC and regulated by the Commission, such as remote call forwarding. (Commission rule)

Idaho

-If the telephone company does not restore service within the time required by this paragraph, the telephone company must credit the customer's account for an amount equal to the monthly rate for 1-month of basic local exchange service. (Commission rule)

Iowa

-When a subscriber's service is interrupted and remains out of service for more than 24 consecutive hours after being reported to the local exchange company or being found by the company to be out of order, the company will make appropriate adjustments to the subscriber's account. The adjustment, either a direct payment or a bill credit, shall be the proportionate part of the monthly charges for all services and facilities rendered inoperative during the interruption. The adjustment shall begin with the hour of the report or discovery of the interruption. (Commission rule)

-A public utility which, after written notice by the board of a specific violation, violates the same provision of this chapter, the same rule adopted by the board, or the same provision of an order lawfully issued by the board, is subject to a civil penalty, which may be levied by the board, of not less than one hundred dollars nor more than two thousand five hundred dollars per violation.
(Commission rule)

-A public utility which willfully, after written notice by the board of a specific violation, violates the same provision of this chapter, the same rule adopted by the board, or the same provision of an order lawfully issued by the board, is subject to a civil penalty, which may be levied by the board, of not less than one thousand dollars nor more than ten thousand dollars per violation.
(Commission rule)

Minnesota

-If USWC does not provide primary line service within 7 days of an application, or on the date the customer requests service if that date is more than 7 days beyond the date of application, then the company shall offer the following to the customer: a telephone number, remote call forwarding until the date the customer's application is completed with no installation or recurring charge for the remote call forwarding, a directory assistance listing, and credit for the installation charge for the primary line for basic service. In addition, the company shall offer the following options until the company provides the service requested by the customer: a cellular handset and unlimited usage for local calls until the date the customer's application for service is completed or a monthly credit of \$100. (USWC Settlement Agreement/Order)

-If, due to company reasons, the company misses a commitment to install service within 2 business days or upon the requested installation date, whichever is later, each residential customer will receive a \$15 credit per primary line or additional line order when the company does not meet the installation appointment date, and each business customer will receive a \$45 credit per primary line or additional line order when the company does not meet the installation appointment date.
(USWC Settlement Agreement/Order)

-In the event the company does not provide primary line service within 30 days of an order or the day after service was requested to be installed by the customer, whichever is later, the company will issue a credit for the monthly recurring charge for local service for each month or partial month the order is held. If the customer is receiving another monthly credit associated with the held order, the waiver of the recurring charge shall be included as part of the monthly credit.
(USWC Settlement Agreement/Order)

-In the event the company does not install an additional line for a residential customer within 30 days after an order, or the day after service was requested by the customer, whichever is later, the company will waive the installation charges (USWC Settlement Agreement/Order)

-Customers who identify that they have experienced and reported more than 2 instances of network trouble with their telephone service in any 90-day period, and is validated by company records, will receive a credit of \$10 for residential customers and \$40 for business customers (USWC Settlement Agreement/Order)

-When the company fails to repair an out of service condition within 48 hours of receiving a trouble report, the company will issue a credit in the amount of \$5 for each day thereafter that the customer is out of service. In addition, at the customer's discretion, the company shall offer remote call forwarding of the customer's assigned telephone number. (USWC Settlement Agreement/Order)

-If, due to company reasons, the company misses a commitment to repair service where the customer is required to be at the premises, at the time a subsequent appointment is scheduled, each residential customer will be offered a credit of \$15, and each business customer will be offered a credit of \$45. (USWC Settlement Agreement/Order)

-Schedule of service quality payments for USWC (USWC Settlement Agreement/Order)

Out of service range	(range is the % out of service less than 24 hours)	
	payment amount per day	
	year 1	year 2
95% to 100%	-0-	-0-
85% to 94%	\$100	\$200
75% to 84%	250	500
65% to 74%	500	1,000
55% to 64%	750	1,500
45% to 54%	1,500	3,000
0% to 44%	2,500	5,000

Access range	(range is % of all calls answered within 20 seconds)	
	payment amount per day	
	no payment applies	
90% to 100%		
80% to 89%	\$100	
70% to 79%	500	
60% to 69%	1,500	
50% to 59%	3,000	
0% to 49%	5,000	

Held orders (range is % primary line orders held over 30 days of all working access lines)

range	annual payment
0- .005%	no payment applies
.0051%- .010%	\$250,000
.011%- .015%	500,000
.015% and above	750,000

Montana

-If a customer's service is interrupted for any reason other than the customer's negligence or willful act and service remains out of service for more than 24 hours after being reported, appropriate adjustments shall be made to the customer's bill upon determination of the outage (Commission rule)

-If the company is unable to provide basic exchange service within 7 calendar days of the service request or on a later date, if requested by the customer, and the reason for the delay is caused by the company, the customer may choose one of the following options: Option 1---a cellular loaner alternative--The company will pay the monthly charges and local air time for the loaner cellular telephone. The company will establish a regular telephone number for the customer, including a directory listing. The residence customer will pay \$15 and a business customer will pay \$40. Market expansion line (remote call forwarding) will be provided from the customer's new or existing telephone number. Nonrecurring charges will apply when permanent service is established. Long distance calls will be restricted on the cellular telephone and require a use of a calling card. A USWC calling card will be provided. Option 2---Free market expansion line (remote call forwarding) to any local number and a primary basic exchange service credit on the customer's bill after the service is established. The credit is \$100 for each month or partial month that the service order is held, and where facilities are available and service is feasible, voice messaging service at no charge to the customer. (USWC Settlement Agreement/Order)

-If the company misses an appointment to repair customer service and the customer complains about the missed appointment or requests credit, the company will provide a \$10 credit for residential service or a \$40 credit for business service to the customer's bill. The credit will not apply if the missed commitment is caused by the customer or the customer's vendor. (USWC Settlement Agreement/Order)

-For customers who reside in exchange calling areas with unmanned exchange offices, when service is interrupted for a period of 48 hours or more after notice by the customer to the company, a credit allowance equal to 30 days of the tariff monthly rate for all services and facilities furnished by the company rendered useless, shall apply on the customer's bill. (USWC Settlement Agreement/Order)

-When service is interrupted for a period of at least 24 hours after notice by the customer to the company, a credit allowance equal to 1/30 of the tariff monthly rate for all services and facilities furnished by the company rendered useless shall apply for each 24 hours, or major fraction thereof, during which the interruption continues after notice to the company. Credit allowances in any billing period shall not exceed the total charges for that period for the services and facilities which were rendered useless. (USWC Settlement Agreement/Order)

-If the company misses an appointment to install telephone service, a \$10 credit for residential service or a \$40 credit for business service will be applied on the customer's bill. If the company misses a morning appointment but installs service in the afternoon of the commitment day, the credit will be provided only upon complaint by the customer. The credit will not apply if the missed commitment is caused by the customer or the customer's vendor. (USWC Settlement Agreement/Order)

-Payment to special account by USWC

A. Failure to meet statewide objectives---1. Five percentage points missed---If USWC fails to meet one of the specified statewide objectives for the calendar quarter by 5 % points or less, it will pay the sum of \$37,250 to the special account for that quarter's miss. 2. Ten percentage points missed ---If USWC fails to meet one of the specified statewide objectives for the calendar quarter by more than 5 % points, but by no more than 10% points, it will pay the sum of \$62,500 to the special account for that quarter's miss. 3. More than ten percentage points missed ---If USWC fails to meet one of the specified statewide objectives for the calendar quarter by more than 10% points, it will pay the sum of \$100,000 to the special account for that quarter's miss.

B. Failure to meet attended wire center objectives-----1. If USWC fails to meet the applicable attended wire center objectives, in an individual attended wire center, in more than 6 months of the first 4 quarters of its performance under either set of objectives, it will make the following payments to the special account. A. For the first 2 months in excess of 6, the sum of \$5,000 per month. B. For the third and fourth months in excess of six, the sum of \$10,000 per month. C. For the fifth and sixth months in excess of six, the sum of \$15,000 per month. 2. If USWC fails to meet the applicable attended wire center objective for trouble reports in more than 5 months of the last 3 quarters of performance under the objective (third quarter 1997 through first quarter 1998) it will make the following payment to the special account. A. For the first two months in excess of five, the sum of \$5,000 per month. B. For the third and fourth months in excess of five, the sum of \$15,000 per month. 3. If USWC fails to meet the applicable attended wire center objective for service orders in more than three months of the last two quarters of performance under the objective (fourth quarter 1997 through first quarter 1998) it will make the following payments to the special account. A. For the first month in excess of three, the sum of \$5,000. B. For the second month in excess of three, the sum of \$10,000. C. For the third month in excess of three, the sum of \$15,000. (USWC Settlement Agreement/Order)

133

Nebraska

-In the event the customer's access line service is interrupted other than by the negligence or willful act of the customer and it remains interrupted for a period in excess of 24 hours after being reported or found to be interrupted, the carrier shall, upon request, or pursuant to direction of the commission, refund the pro rata portion of the month's charge for the period of days during which such access line service was interrupted. Provided, however, if access line service is interrupted as the result of widespread disaster, and other than by the negligence or willful act of the exchange carrier, no refund shall be required unless the access line service remains interrupted for a period in excess of 7 days. No exchange carrier shall charge or collect any further rates for such service that was affected during the interruption of service. (Commission rule)

-The new service options for held order customers, including cellular vouchers, will help minimize problems related to held orders, incidentally, this plan is being enhanced by raising the initial month payment to \$105 to recognize initial fees or costs. Subsequent months will be \$75 payments. (USWC Agreement)

New Mexico

-When USWC is unable to fulfill requests for the establishment of primary residential or business basic exchange service within the time frames provided for in the Provision of Service Standards, USWC shall: A. Once primary basic exchange service becomes available, waive any non-recurring charges (except the zone connection charge where applicable) and provide the customer with a credit equal to one month of local service, (1FR or 1FB), for every month or partial month the order is held. B. At the election of the customer: (1) establish the customer's account, assign a telephone number, provide a listing, a toll calling card, and free remote call forwarding until the service requested is available or (2) if facilities permit, establish two-party service at the applicable tariffed rate. (USWC Settlement Agreement/Order)

Oregon

-If the Commission believes a company subject to this rule has violated one or more of its service standards, it shall give the company notice and an opportunity to explain the alleged violation(s). If, after hearing the company's explanation, but Commission believes that a violation has occurred, the Commission may require the company to provide the following relief to the affected customers: A. A requirement that the company provide an alternative means of telecommunications service for violations of 2(d) held orders. B. Customer billing credits equal to the associated nonrecurring and recurring charges of the company for the affected service(s) for the period of the violation(s). C. Other relief authorized by Oregon law. (Commission rule)

Utah

-None

Washington

-For USWC service orders for up to one residential and two business primary exchange access lines in any exchange not completed within 5 business days: USWC will waive installation charges, and credit the basic monthly rate, provide at no cost market expansion line/remote call forwarding service which includes assignment of a telephone number, a USWC calling card, and a directory listing. (Commission Order)

-For USWC service orders for up to one residential and two business primary exchange access lines in any exchange not completed within 30 calendar days: USWC will offer a subsidy payment for cellular service at the rate of up to \$150, less the recurring monthly rate for the local exchange service, for each month or partial month the order is held (and provide a cellular telephone) or voice messaging service or paging service or remote call forwarding service at the customer's option. (Commission Order)

-For all mutually agreed upon installation dates for which service is not completed as ordered, or the ordering party is either not notified the service is completed within 24 hours of installation or the new date for the rescheduled installation prior to actual installation, USWC will waive all nonrecurring charges for the service(s) to be installed, and for every three week period and partial period of up to three weeks (i.e. 1-3 weeks, 4-6 weeks, 7-9 weeks, etc.) the ordered service(s) is/are delayed, USWC will waive one month's recurring monthly charge for the service(s) to be installed. (Commission Order)

Wyoming

-None

RECEIVED

JUN 06 1997

BEFORE THE
PUBLIC UTILITIES COMMISSION
STATE OF SOUTH DAKOTA

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

IN THE MATTER OF THE INVESTIGATION OF
U S WEST COMMUNICATIONS, INC 'S
SERVICE QUALITY PERFORMANCE

DOCKET NO. TC97-016
TESTIMONY AND EXHIBITS OF STEVEN M. WEGMAN
ON BEHALF OF THE COMMISSION STAFF
JUNE, 1997

EXHIBIT

136

5

BEFORE THE
PUBLIC UTILITIES COMMISSION
STATE OF SOUTH DAKOTA

IN THE MATTER OF THE INVESTIGATION
OF U S WEST COMMUNICATIONS, INC.'S
SERVICE QUALITY PERFORMANCE

DOCKET NO. TC97-016

TESTIMONY OF STEVEN M. WEGMAN
ON BEHALF OF THE COMMISSION STAFF
JUNE, 1997

1 Q Please state your name, business address and current position.

2 A My name is Steven M. Wegman, and my business address is South Dakota Public
3 Utilities Commission, State Capitol Building, Pierre, South Dakota 57501. I am
4 presently employed as a policy analyst with the Fixed Utilities Division of the South
5 Dakota Public Utilities Commission.

6 Q Please describe your educational background and experience.

7 A I have attended South Dakota State University. I have attended a number of
8 seminars, conferences, symposiums and workshops on utility matters related to my
9 employment with the Commission, the Governor's Office of Energy Policy, and the
10 State of South Dakota since March of 1977.

11 Q Have you previously presented testimony before this Commission?

12 A Yes. I have presented written and oral testimony and exhibits on numerous
13 occasions before this Commission, primarily on electric and natural gas matters.

14 Q Are you familiar with Docket TC97-016?

1 A. Yes

2 Q. What is the purpose of your testimony?

3 A. I will provide information on the status of projects that U S West Communications,
4 Inc. has completed since Dockets TC94-121 and TC95-044.

5 Q. Please briefly explain your investigation into Docket TC97-016?

6 A. My investigation in this docket included researching Docket No 's TC94-121, TC95-
7 044 and TC97-016 and interviewing staff and administrators at public schools, the
8 State of South Dakota, South Dakota based internet providers, South Dakota based
9 telecommunications vendors, and customers. In addition, I did site visits at the U S
10 West Quality Assurance Center and Network Support Center in Littleton, Colorado,
11 and at the U S West Home Personal Service Group, U S West Repair Center and U S
12 West central office facilities and switching network, in Des Moines, Iowa. Also, a site
13 visit of the network facilities and features, such as SONET, packet switching, Frame
14 Relay, and other network facilities, was done in Sioux Falls, South Dakota. Numerous
15 personal contacts were made with various U S West personnel regarding this subject
16 material. Additional data was requested from U S West. I would also like to add that I
17 personally used or use some of the U S West services, such as Internet service and
18 Frame Relay.

19 Q. Could you describe your site visit with the Home and Personal Service Group?

20 A. Yes, Harlan Best and I interviewed various U S West personnel. We also
21 monitored the actual telephone ordering system. I made inquiries regarding the
22 capacity in the local loop, types of service, valid orders, and improvements to the

1 database. I also asked U S West personnel what additional tools they thought would
2 help them function more efficiently. These questions were directed to the sales
3 consultants that provide for the function for provisioning of service to new and existing
4 customers. I asked how a telephone order is handled if the existing plant capacity is
5 not available, such as for a rural address. The Feickert Case is a good example. The
6 rural addressing scheme is not 100 percent installed in the U S West database in
7 South Dakota because it is not adopted 100 percent statewide. The sales consultant
8 explained and demonstrated how the U S West Provisioning database works. I
9 listened, via a headset connected to a live call, as a sales consultant provided the
10 customer with price information on what the minimum phone hook up fee is and that
11 additional charges may be required to provide telephone service. The sales consultant
12 also provided the customer with the order number, date and time when service would
13 be provided and the sales consultant's name and telephone number. Also, I listened,
14 via a headset connected to a live call, in on numerous calls to the business service
15 group and home and personal service group.

16 Q What did you observe in your site visit to the U S West Littleton facility?

17 A U S West develops over 800 various reports for the 14 state Public Utilities
18 Commissions. The database for these reports are generated by actual service orders
19 for telephone service. The database also provides information for U S
20 West's internal reports. U S West's internal reports are similar to what our Commission
21 staff has asked for in service quality measurements. These internal reports are
22 displayed in break areas, entrances and exits to the building, in individual office

1 areas on an internal cable television display, and electronically on displays and
2 computers. I inquired about forecasting and capacity in the network. I learned that U
3 S West uses a variety of information sources in its forecasts. Some of the forecasting
4 is based on historical information. In high growth areas, U S West now uses
5 information from the U S West field personnel, contacts with city planning departments,
6 and homebuilders associations, and some contact with other utility companies in the
7 area. I suggested to the forecasting personnel that they might consider using data
8 from EROS imaging, the South Dakota Department of Transportation, and the
9 Governor's Office of Economic Development, and contacting cities via Internet.

10 Q. Could you provide information on the status of the TC94-121 Investment Plan?

11 A. Yes. The testimony of Staff Witness Greg Rislov explains the details of the
12 Investment Plan. I am elaborating on the features in the Investment Plan. I have
13 visited with many of the U S West school districts about the Education Initiative and
14 forwarded their comments to U S West company personnel. I have visited or e-mailed
15 a number of the School Districts about the program. Also, I have visited with the
16 Dakota State University personnel about the Education Initiative. Everyone that I
17 contacted has been very pleased and supportive of the U S West Education Initiative.

18 Q. Briefly explain the Internet Access that U S West provides in South Dakota?

19 A. U S West provides Internet Access to all U S West telephone exchange areas. This
20 service became operational in July of 1996 and was deployed statewide at the end of
21 1996. I have used Internet access at Sioux Falls with a dial up computer connection
22 and at Huron with a Frame Relay connection. Both connections worked up to their

1 rated capacities

2 Q Could you elaborate on the two and four party telephone upgrade service?

3 A Two and four party services are one of the areas I review on a frequent basis.

4 Since the sale of exchanges the number of multiparty service has decreased from 94 to
5 81 for four party lines and 823 to 711 for two party lines as of January, 1997. Most of
6 the two and four party customers are served in the Whitewood, Belle Fourche,
7 Spearfish, Hill City, Sturgis, and Rapid Valley exchanges. U S West has done a major
8 upgrade in the third quarter of 1996 in the Aberdeen exchange. U S West replaced the
9 Anaconda Copper carrier with single party service in the Aberdeen area. Those
10 customers have seen a vast improvement in telephone service and reliability. U S
11 West plans to continue to replace the Anaconda Copper system with a more reliable
12 system.

13 Q What is SONET?

14 A. SONET stands for Synchronous Optical Network. In South Dakota there currently
15 are two U S West SONET Fiber Rings. There is a large ring and a small ring that
16 serves eastern South Dakota. The only part of U S WEST South Dakota territory that
17 does not have a SONET fiber ring is primarily the area west of the Missouri River.
18 This area is currently served by a diverse network path of fiber and radio. I would
19 encourage that the Commission recommend that U S West and the South Dakota
20 Network cooperate on a joint SONET fiber ring for this area and have it operational by
21 mid-1998. One method of cooperation could be to swap fiber paths in each other's
22 network.

1 Q Is U S WEST's existing SONET Fiber Ring survivable and reliable?

2 A Yes, to the best of my knowledge. During the spring floods of 1997, U S West
3 experienced a fiber cut between Onida and Gettysburg. The outcome was that the
4 public switched network and 911 network functioned normally and remained
5 operational. U S West should have informed the Commission and some of the larger
6 customers that this event occurred and that the SONET network performed as it was
7 intended to. It should be noted that the private line customers who do not pay for a
8 reliable and survivable network do not receive the full benefit of this SONET feature.

9 Q Were you aware of an incident involving a battery failure in U S WEST's SLC-96
10 system in Junius, South Dakota, in January of 1996?

11 A Yes.

12 Q Can you describe the circumstances surrounding this incident?

13 A Yes. The Commission received complaints from two Junius residents who are
14 among 55 Junius subscribers served by a U S WEST SLC-96 system. The residents
15 alleged that both their electric and telephone services were simultaneously interrupted
16 for a period of approximately 36 hours and simultaneously restored at the end of this
17 36-hour period in January of 1996.

18 Q Did the Commission staff seek to determine why both the electric and telephone
19 services were interrupted and restored simultaneously?

20 A Yes, the Commission was made aware that a potential battery system problem
21 existed in the Junius SLC-96 system and, based on the residents' claims, this was not
22 the first time that their telephones did not work. The Commission submitted a data

1 request to U S WEST on January 23, 1997 [see Exhibit __ SMW-1]

2 Q What was the Commission attempting to discover through its data request?

3 A We wanted to determine if U S WEST was performing adequate maintenance on its
4 SLC-96 system

5 Q And what did the Commission discover through its data request?

6 A U S WEST contended that a routine maintenance inspection was performed in
7 October of 1995 on this system, although the company has no records relating to this
8 inspection No other routine maintenance activities had been performed over the past
9 three years [see Exhibit __SMW-2]

10 Q Based on your investigation, do you believe that U S WEST was adequately
11 maintaining the SLC-96 system serving Junius?

12 A No

13 Q What minimal standards would U S WEST have had to meet in order for you to
14 have responded affirmatively?

15 A It would have had to both annually perform and document the 6 and 12-month
16 battery maintenance routines established by the company [see Exhibit __SMW-3]

17 Q Do you know how many SLC-96 or other such battery back-up dependent systems
18 are in operation within U S WEST's service territory?

19 A No, not definitively. I do know that U S WEST is installing subscriber line carriers
20 to high growth areas in South Dakota for a short term fix due to economics and short
21 turn around time.

22 Q As a result of your investigation, are you confident that the battery failure problem

1 has been corrected for the Junius and all other similar systems?

2 A. New batteries have been installed in the Junius system [see Exhibit __SMW-4]

3 Therefore, if U S West follows its stated standards for maintenance, the problem
4 should not recur in the Junius exchange. I am still investigating the other subscriber
5 line carrier systems. I have been in contact with manufacturers and with U S West
6 about this.

7 Q. Has the Commission received any inquiries about slow dial tone and blocked calls?

8 A. Yes. The Commission received several inquiries regarding slow dial tone and
9 blocked calls in the Sioux Falls exchanges in the summer and fall of 1996. My
10 investigation into these situations revealed that U S West did not have sufficient
11 trunking in the Sioux Falls exchanges. This insufficient trunking capacity was related to
12 growth of additional lines in the Sioux Falls exchange areas and a large migration of
13 customers from the 1A switch to the 5E switch. The Commission Staff requested a data
14 regrading trunking capacity on a state wide basis. U S West's response indicated that
15 trunking upgrades were made to 13 various switches in South Dakota. There were no
16 orders pending due to insufficient trunking capacity at this time.

17 Q. Could you elaborate on U S West's Provisioning of specials?

18 A. Yes. Specials are comprised of the following services: Centrex, Digital Data
19 Service, DS1, DS3, Feature Group C, Feature Group D, ISDN, Private Line, SwitchNet
20 56, Wide Areas LAN Service, and WATS service. U S West's average percentage of
21 commitments met in 1996 was 89.5 percent.

22 Q. Does this conclude your testimony at this time?

I A Yes



South Dakota Public Utilities Commission

Exhibit _____ SMW-1
1/2



State Capitol Building, 500 East Capitol Avenue, Pierre, South Dakota 57501-5070

January 23, 1997

Mr. Jon Lehner
Director-Regulatory Affairs
U S WEST Communications, Inc.
125 South Dakota Avenue, 8th Floor
Sioux Falls, SD 57194

SENT VIA FAX/ORIGINAL TO BE MAILED

Re: Data Request Associated with Recent Telephone Outage in Junius

Dear Mr. Lehner:

Thank you for your prompt attention to and subsequent restoration of the battery back-up system in U S WEST's repeater station which serves approximately 55 Junius residents. Notwithstanding the Commission's satisfaction with your handling of this situation following my contact with you, the Commission is deeply concerned that the circumstances surrounding this incident suggests that U S WEST may have neglected to properly maintain a reliable back-up system.

As you are aware, residents from Junius contacted the Commission on Friday, January 10, 1997, complaining that both their electric and telephone systems had been inoperative since about 7:30 a.m. on Thursday, January 9, 1997. The residents complained that both systems failed simultaneously. You initially responded to my inquiry by informing me that a cable failure had occurred (this response was consistent with that previously conveyed by a U S WEST repair representative to one of the Junius residents). At approximately 7:00 p.m. on Friday, January 10, 1997, both the electric and telephone systems were restored for the Junius residents, simultaneously.

Following the telephone system's restoration, residents of Junius conveyed the following concerns. First, they said their telephone and electric service had been disrupted 4-5 times during this current winter, and each time both systems failed and recovered simultaneously. Second, they said they had previously complained to U S WEST, that U S WEST knew its back-up system was serviced by dead batteries, and that U S WEST refused to replace the dead batteries. Third, one of the residents who had phone service tried to report an outage affecting a neighbor to a U S WEST representative, but that representative refused to accept the outage report because it did not originate from the affected phone owner. Fourth, another resident called U S WEST to report the most recent outage and was told that it was the electric company's fault, not U S WEST's. Finally, U S WEST did not make any announcements over the radio regarding the status of its downed telephone system.

Obviously, if these concerns are factually based, they are not reflective of acceptable service performance. Of grave concern to this Commission is that the most recent outage could have had life threatening consequences: no phone calls, including emergency 911 calls, were possible for a period of about 37 hours. And, residents have

Capitol Office
Telephone (605) 773-4301
FAX (605) 773-3809

Transportation
Warehouse Division
Telephone (605) 773-5280
FAX (605) 773-3225

Customer Hotline
1-800-332-1782

TTY Through
Relay South Dakota
1-800-877-4113

Internet
bill@pub.state.sd.us

Jim Burg
Chairman
Fam Nelson
Vice Chairman
Laska Schonfelder
Commissioner

William Ballard Jr.
Executive Director

Edward R. Anderson
Harlan Best
Martin C. Bettmann
Charlie Bolle
Sue Cichy
Karen E. Cremer
Malette Fischbach
Shirleen Fugitt
Lewis Hammond
Tammy Hendrix
Lynn Hock
Cameron Hovick
Dave Jacobson
Bob Keadle
Deanne Kolbo
Terry J. Lesmeister
Jeffrey P. Lorenzen
Terry Norum
Gregory A. Risho
Steven M. Wegman
Rosalyn Aults West

14/6

Mr. Jon Lehner
January 23, 1997
Page 2

indicated that they had been similarly isolated on several occasions without any remedial action taken by U S WEST until the Commission's recent intervention.

Following the aforementioned contact with the Junius residents, I contacted you and learned that the problem associated with the Junius system involved battery failure, not a cable failure, and that the system serving the approximate 55 Junius residents was an AT&T SLC system which is dependent upon commercial power and battery back-ups for its operation. On January 15, 1997, we visited again and you indicated that the batteries to the Junius system had been replaced with batteries which would sustain system operations for 3-5 hours, that the instant outage was reported in a U S WEST office by the activation of a "minor" alarm, that the failed batteries in the Junius system had not been replaced for about 7 years, and that a portable generator was available in Madison with which to supplement the battery back-up system.

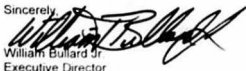
Given the susceptibility of the Junius's electric system to another storm-related outage, and the probability that another storm may make the transport of a generator from Madison to Junius temporarily impossible, Junius residents indicate that they are not comforted by the fact that their telephone system can be self-sustained for only 3 to 5 hours. The residents have proposed that U S WEST maintain a stand-by generator in Junius and instruct local residents in its use as a more reliable emergency contingency plan.

As a result of the circumstances surrounding this most recent incident and the apparent repetitive and unanswered inconveniences experienced by Junius residents previous to this incident, the Commission requests that you provide a response to the following data request:

1. What specific actions will U S WEST take to improve the reliability of the SLC-96 system serving Junius? Will a generator be stationed in the immediate proximity of the SLC-96 system? Will U S WEST enter into a dual service agreement with NSP and Sioux Valley electric companies?
2. Provide copies of all battery back-up related service records pertaining to the maintenance and servicing of the SLC-96 serving Junius over the past 3 years.
3. Provide copies of U S WEST's policies and procedures pertaining to the maintenance, service, and replacement of all SLC-96 back-up battery systems, including service time frames.
4. Describe how SLC-96 back-up batteries are protected and regularly re-energized during periods of cold temperatures.
5. Describe what is meant by a "minor" alarm, which alarm purported to signal U S WEST that problems existed in the SLC-96 system serving Junius.

Thank you for your attention to this request.

Sincerely,



William Bullard Jr.
Executive Director

cc: William Hammer
Shirlee Leighton

State Of South Dakota
Public Utilities Commission
DATA REQUEST

DATE: 01/23/97
DOCKET NO: Junius Telephone Outage
REQUEST NO: 01 - 0002

REQUEST:

Provide copies of all battery back-up related service records pertaining to the maintenance and servicing of the SLC-96 serving Junius over the past 3 years.

RESPONSE:

A routine maintenance was performed on the SLC-96 system serving Junius in October 1995. No records exist relating to that maintenance activity. No other routine maintenance activities have been performed over the past three years.

CONFIDENTIAL

2

State Of South Dakota

Public Utilities Commission

DATA REQUEST

DATE: 01/23/97
DOCKET NO: Junius Telephone Outage
REQUEST NO: 01 - 0001

REQUEST:

What specific actions will U S WEST take to improve the reliability of the SLC-96 system serving Junius? Will a generator be stationed in the immediate proximity of the SLC-96 system? Will U S WEST enter into a dual service agreement with NSP and Sioux Valley electric companies?

RESPONSE:

- a. A new string of batteries for back-up power was installed and tested for the SLC-96 system serving Junius on January 16, 1997. The technicians maintaining the SLC-96 system serving Junius will continue to monitor the batteries when they service the SLC-96 system.
- b. A generator in the proximity of the Junius SLC-96 system is not planned, because manual intervention would still be required in the event of a power failure.
- c. A dual service agreement with NSP and Sioux Valley electric companies is not contemplated at this time, because noise and other problems with USWC's telephone system would occur when electrical power is transferred from one company to another. Please see Attachment A which provides a letter from Merlin Smith (USWC Local Network Organization) to Shirley Leighton, Lake County Commissioner, dated January 29, 1997.

SOUTH DAKOTA
JUNIUS TELEPHONE OUTAGE
QUESTION # 1
ATTACHMENT A

Exhibit SMW-4
2/3

409 N. Rowley
Mitchell, SD
January 29, 1997

Shirley Leighton, County Commissioner
712 Northeast Sixth Street
Madison, SD 57042

Dear Commissioner Leighton:

Thank you for organizing the meeting in Madison on January 15. I benefitted, as I'm sure others did, from the contacts that were made and from our discussion on a variety of topics.

A few questions were asked at the meeting that I did not have answers to. Answers to those questions are provided in this letter.

First, individuals at the meeting asked if U S WEST will be installing a permanent power generator in Junius. At this time installation of an on-site generator is not planned. A new string of batteries for back-up power if there is a commercial power failure was installed and tested on January 16. The new batteries are designed to provide power for two and one-half to five hours, depending on the temperature and call volumes.

Another suggestion that I've researched is transferring power, in case of an outage, to an alternate power company. I learned that this is not a workable option because there is a difference in electrical power from one company to another. This would cause noise and other problems with our telephone system that could render it inoperable.

Following the meeting in Madison, we have implemented a much-improved plan for handling abnormal conditions that could potentially disrupt telephone service in Junius. In the event of a power failure to our equipment in Junius, an alarm condition is observed in U S WEST's alarm monitoring center. The center attendant will dispatch a technician from Madison immediately to get a portable power unit to the site.

Transporting the portable power unit during inclement weather has, at times, been a problem. From the meeting in Madison, however, I now have names and telephone numbers of county, state and private contractors who will help us get to Junius, if help is needed. The power companies also recognize that restoring power to the telephone equipment is a priority so that people in the area have telephone service.

I am convinced that, with this plan and cooperation of all departments represented at your meeting, future telephone service outages can be avoided. If you have any questions or concerns, please call me at (605) 996-5050. Thank you, again, for inviting us to the Madison meeting and helping keep us informed.

Sincerely,

Merlin Smith
Manager-Local Network Organization

RECEIVED

JUN 16 1997

BEFORE THE
PUBLIC UTILITIES COMMISSION
STATE OF SOUTH DAKOTA

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

IN THE MATTER OF THE INVESTIGATION OF
U S WEST COMMUNICATIONS, INC.'S
SERVICE QUALITY PERFORMANCE

DOCKET NO. TC97-016
TESTIMONY AND EXHIBITS OF C. LANIECE HEALY
ON BEHALF OF THE COMMISSION STAFF
JUNE, 1997

EXHIBIT

160

6

BEFORE THE
PUBLIC UTILITIES COMMISSION
STATE OF SOUTH DAKOTA

IN THE MATTER OF THE INVESTIGATION)
OF U S WEST'S SERVICE QUALITY) TC97-016
PERFORMANCE)

Testimony of C. LaNiece Healy
On Behalf of the Commission Staff
June 6, 1997

- 1 Q Please state your name and business address.
- 2 A My name is C. LaNiece Healy. My business address is State Capitol
3 Building, 500 East Capitol, Pierre, South Dakota 57501.
- 4 Q What is your education and what is your position with the South Dakota
5 Public Utilities Commission (Commission)?
- 6 A I have a Bachelor of Science degree and have had advanced studies
7 toward a degree in guidance counseling. My job title with this
8 Commission is Director of Consumer Affairs.
- 9 Q Were you part of the Commission committee which recommended quality of
10 service standards for U S West Communications, Inc. in Docket TC94-121?
- 11 A Yes, I was.

1 Q Have you previously presented testimony before this Commission?

2 A No, I have not.

3 Q What is the purpose of your testimony?

4 A The purpose of my testimony is to provide the Commission with an overview of

5 how consumers in South Dakota have been affected by U S West's quality of

6 service. I will do this by contrasting events in 1995 with similar events in 1996.

7 Q Can you briefly describe your approach in providing this overview?

8 A Yes. My review of U S West's quality of service involved two approaches.

9 First, I reviewed general consumer issues such as forecasting growth areas,

10 provisioning for growth areas, service outages, safeguarding emergency

11 services, U S West's dissemination of information to the public concerning

12 outages, and restoration of service outages. Second, I reviewed consumer-

13 initiated contacts concerning service quality.

14 Q Did you compare the number of service outages lasting longer than 1 hour in

15 1995 and 1996?

16 A Yes. Exhibit A outlines infrastructure network failures which include cut cables,

17 cut fiber facilities, switch failures and disruptions, call blockage, and any network

18 element failure which would impair customer service.

19 Q Were you able to obtain information relating to the interruption of 911 services?

20 A Yes. An X in column A of Exhibit A indicates that 911 services were disrupted.

21 Q Were you able to determine if appropriate measures were taken to inform the

22 public of U S West's service disruptions?

- 1 A Yes. In response to a data request, U S West indicated that various media
2 sources in the affected areas were contacted following the four fiber cuts which
3 occurred in 1995 and 1996.
- 4 Q Did you obtain information concerning U S West's ability to forecast growth
5 areas?
- 6 A Yes. I received information represented by U S West to be a growth plan for
7 residential and business customers and documentation concerning actual
8 construction projects initiated by this plan. Exhibit B describes U S West's
9 response concerning its forecasting system.
- 10 Q Did you obtain information concerning actual construction projects resulting from
11 U S West's forecasted growth plan?
- 12 A Yes. Exhibit B also charts the construction projects per wire center for 1996.
- 13 Q Were you able to obtain information regarding provisioning of materials to
14 implement the growth plans for 1995 and 1996.
- 15 A Exhibits B and C also indicate the capital invested in both years.
- 16 Q Are you aware of any efforts or programs offered by U S West to its customers
17 which provide temporary service until permanent service can be installed?
- 18 A Yes. U S West has a cellular loaner program for its customers who experience a
19 delay in receiving permanent service. A cellular telephone with unlimited local
20 service is provided to customers who have requested a primary residential line
21 which cannot be installed within 7 days. Exhibit D provides quarterly information
22 concerning the number of U S West customers utilizing this program.

1 Q Are you aware of the procedures employed by U S West to track the number and
2 locations of its temporary cable placed above-ground?

3 A U S West has indicated that its records do not reflect the number of "drops"
4 which were buried in 1995. In 1996 U S West reports that 5,400 drops were
5 buried. U S West also indicated that the temporary lines are tracked by a
6 special disposition code. A repair ticket is then generated which schedules the
7 cable to be buried at a later date. The scheduled date reflects a prioritization
8 which allows public safety and emergency issues to be addressed.

9 Q Can you describe U S West's internal policy and related timelines for installation
10 of second phone lines?

11 A U S West claims no differentiation for installation of primary or secondary lines
12 when facilities are available. When facility shortages exist in an area, primary
13 lines receive a priority.

14 Q Do you maintain a Commission database of contacts initiated by consumers?

15 A Yes, I do.

16 Q Were there any consumer contacts concerning U S West in 1995 or 1996?

17 A Yes. Exhibit E contrasts the residential and business contacts for 1995 and
18 1996.

19 Q Were there any consumer issues of particular interest in your review?

20 A Yes. The missed commitments and repair service issues were of special
21 concern. Exhibits F and G provide more detail concerning where the consumers
22 experiencing these problems were located.

1 Q Why was this detail provided?

2 A This information was provided to help determine if these issues were isolated to
3 areas experiencing unique problems or unexpected growth. Such trends were
4 difficult to determine since the occurrences were statewide.

5 Q Does this conclude your testimony.

6 A Yes.

7

CONFIDENTIAL

3

U S West
Consumer Contact Comparison
1995 and 1996

Issue	1995		1996	
	Residential	Business	Residential	Business
Account Fraud	0	0	2	0
Accounting Error	0	0	2	0
Black Hills EAS	660	1	11	0
Billing	28	3	59	9
Boundary/Territory	2	0	4	1
Buried Cable	0	0	1	0
Caller ID	17	3	11	0
Damage Charge	1	1	3	1
Deposit	7	1	11	0
Directory Assistance	0	0	1	0
Directory Listing	0	0	3	1
Disconnections	15	1	45	5
EAS	3	0	3	0
Easement	1	0	1	0
Equal Access	1	0	1	0
Excess Construction Charge	8	0	5	0
Fees	2	0	2	0
Harassing Calls	3	0	1	0
Missed Commitments	79	21	67	10
Inside Wire Costs	2	0	0	0
Investments	0	0	2	0
Land Development Fees	10	1	66	4
Nuisance Calls	3	0	4	0
Other	0	1	0	1

* See Exhibit F for more details

Issue	1995		1996	
	Residential	Business	Residential	Business
PIC Freeze	0	3	4	1
Promotion/Advertising	0	0	0	1
Rates	7	1	15	1
Refund	0	0	0	1
Repair Service	26	5	62	12
Rude Employees	7	0	1	1
Sale of Exchanges	18	0	1	0
Service Improvement	0	4	0	0
Service Outage	2	0	3	0
Transfer	0	0	2	3
Won't Disconnect	2	1	2	0
Totals:	904	47	385	72

* See Exhibit G for more details

U S West
Missed Commitments Comparison
1995 and 1996

Town	1995		1996	
	Residential	Business	Residential	Business
Aberdeen	6	1	5	0
Ashton	0	1	0	0
Badger	0	0	1	0
Bancroft	0	0	0	1
Belle Fourche	2	0	0	0
Big Stone City	0	0	1	0
Box Elder	0	0	1	0
Britton	0	0	1	0
Burbank	1	0	0	0
Burke	1	0	0	1
Chamberlain	1	1	1	0
Deadwood	0	0	2	0
Deerfield	0	0	1	0
Emery	0	0	1	0
Flandreau	0	0	0	1
Ft. Pierre	2	0	1	0
Fredrick	1	0	0	0
Harrisburg	1	0	1	1
Hermosa	0	0	1	0
Hill City	1	0	2	2
Huron	1	0	1	0
Lake Norden	1	0	0	0
Lead	0	0	1	0
Lennox	0	0	1	0

Town	1995		1996	
	Residential	Business	Residential	Business
Madison	6	0	0	1
Milbank	2	1	0	1
Mission Hills	0	0	1	0
Mitchell	5	0	2	1
Moabridge	0	0	1	0
Northville	1	0	0	0
Pierre	2	1	3	2
Rapid City	9	3	7	5
Redfield	1	1	0	1
Reville	1	0	0	0
Sioux Falls	11	6	14	10
Spearfish	6	0	2	0
Sturgis	1	1	0	0
Tabor	0	0	1	0
Tea	4	1	3	0
Vale	1	0	0	0
Vermillion	5	1	1	0
Viborg	1	0	0	0
Volga	0	1	0	0
Watertown	9	1	5	1
Whitewood	1	0	0	0
Winner	1	0	0	0
Yankton	0	1	2	2
Totals:	79	21	67	30

U S West
Service Repair Comparison
 1995 and 1996

Town	1995		1996	
	Residential	Business	Residential	Business
Aberdeen	0	0	1	0
Belle Fourche	1	0	0	0
Black Hawk	2	0	1	0
Buhla	0	0	1	0
Capato	1	0	0	0
Canton	0	0	1	0
Cresbard	0	0	2	0
Elksworth AFB	0	0	8	0
Firesteel	0	0	1	0
Frederick	1	0	0	0
Ft. Pierre	0	0	1	0
Harrisburg	0	0	1	0
Hermosa	1	0	1	0
Hill City	0	0	5	0
Huron	0	0	0	1
Iroquois	0	0	1	0
Lake Preston	0	0	1	0
Lemmon	0	0	1	0
Madison	0	0	1	0
Milbank	0	0	0	1
Mina Lake	0	0	7	0
Mitchell	0	0	0	0
Mobridge	0	0	2	0
Piedmont	1	0	4	0

182

Town	1995		1996	
	Residential	Business	Residential	Business
Pierre	0	1	2	0
Rapid City	5	0	5	4
Redfield	1	0	1	0
Rochford	2	0	0	0
Rockerville	0	0	1	0
Sioux Falls	7	1	10	2
Spearfish	0	1	0	0
St. Lawrence	0	0	1	0
Sturgis	0	0	0	0
Tea	1	1	0	0
Timber Lake	0	0	1	0
Tulare	1	0	0	0
Vale	0	0	3	0
Vermillion	0	0	0	1
Watertown	0	1	0	0
Winner	1	0	0	0
Yankton	1	0	1	0
Totals:	26	5	62	12

LAW OFFICES
OLINGER, LOVALD, ROBBENNOLT & McCAHREN, P.C.

117 EAST CAPITOL

P.O. BOX 66

PIERRE, SOUTH DAKOTA 57501-0066

RONALD D. OLINGER
JOHN S. LOVALD
JAMES ROBBENNOLT
LEE C. "KIT" McCAHREN
WADE A. REIMERS

June 10, 1997

TELEPHONE 224-8851
AREA CODE 605
FAX 605-224-8269

RECEIVED

JUN 10 1997

William Bullard, Jr., Executive Director
SD PUC, State Capitol
500 E. Capitol
Pierre, SD 57501

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

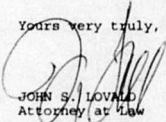
RE: In the Matter of the Investigation of U S West's Service
Quality Performance - Docket TC97-016

Dear Mr. Bullard:

I enclose herewith for filing a Confidentiality Agreement, which I have signed on behalf of AT&T concerning access to the two exhibits attached to Harlan Best's testimony. We are also enclosing fax copies of the exhibits which I received this afternoon from the individuals at AT&T that will be reviewing those exhibits. The originals of the Exhibit A's will be federal expressed to me and will be filed with the Commission on Wednesday.

I am sending a copy of this Agreement by fax, together with the Exhibit A's, to Mr. Heaston.

Yours very truly,



JOHN S. LOVALD
Attorney at Law

JSL/le
cc/w/enc William P. Heaston
Enclosure

184

U S WEST, INC. LAW DEPARTMENT

1801 CALIFORNIA STREET
SUITE 5100
DENVER, COLORADO 80202



From: Bill Heaston

Telephone Number: _____

Facsimile Number: _____

Date: 6-11-97

To: John S. Lovell

Telephone Number: _____

Facsimile Number: 605 224-8269

Number of pages including cover sheet: _____

Please call Marge if you experience trouble with this transmission.

Special instructions/comments:
303 672-2246

Re 97-016 New Revised p. 1 of Conf. Agmt.

THE INFORMATION CONTAINED IN THIS COVER SHEET OR ACCOMPANYING DOCUMENT IS ATTORNEY-CLIENT OR WORK PRODUCT PRIVILEGED AND CONTAINS CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE ADDRESSEE OR HIS/HER DESIGNEE. IF YOU ARE NOT THE ADDRESSEE OR HIS/HER DESIGNEE, YOU ARE ADVISED THAT ANY DISCLOSURE, DISTRIBUTION, OR COPYING OF THIS COMMUNICATION OR TAKING ACTION IN RELIANCE ON ITS CONTENTS IS PROHIBITED.

IF YOU RECEIVED THIS COMMUNICATION IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE, AND RETURN THE ORIGINAL TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE. THANK YOU.

185

RECEIVED

JUN 10 1997

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE INVESTIGATION
OF U S WEST'S SERVICE QUALITY
PERFORMANCE

)
)
)

DOCKET NO. TC97-016

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement is made as of the 10th day of June, 1997, by and between U S WEST Communications, Inc. ("U S WEST") and AT&T COMMUNICATIONS OF THE MIDWEST, INC. ("AT&T").

RECITAL

1. U S WEST hereby states and agrees that it will, under the terms of the following Confidentiality Agreement, allow inspection and review of certain data and information claimed by U S WEST to be of a confidential nature to the signators of this Agreement. The information sought to be reviewed is: Two (2) exhibits attached to the Direct Testimony of Harlan Best, on behalf of the Commission Staff, dated June 6, 1997, filed in the above docket.

2. In connection with this case, AT&T desires to have access to and to review the two exhibits identified in paragraph 1 above, which exhibits contain confidential and proprietary data of U S WEST.

3. U S WEST submits that many, if not all, of the documents AT&T wishes to review contain confidential information, trade secrets, proprietary information and/or other information which, if disclosed to competitors of U S WEST or others, could result in irreparable damage and injury to U S WEST.

*Replaced with
Corrected Page*

186

EXHIBIT A**NONDISCLOSURE AGREEMENT**

I hereby agree that I have read the CONFIDENTIALITY AGREEMENT and agree to be bound by the terms thereof. I hereby certify that I am not involved in any manner whatsoever in the provisioning, marketing, pricing, or management of any switched access, long distance or local exchange service by AT&T, and that if I should become involved in the future, I will not disclose or otherwise use any information provided under this Agreement.

Richard S. Walters
Name (Please Print)

Richard S. Walters

ATTY
Employer or FirmIn house attorney

Detailed Description of Position and Responsibilities with Employer or Firm

1875 Lawrence Blvd 1575Business Address Denver, CO 80007June 10

1997

Richard S. Walters
Signature*Replaced with
original*

EXHIBIT A

NONDISCLOSURE AGREEMENT

I hereby agree that I have read the CONFIDENTIALITY AGREEMENT and agree to be bound by the terms thereof. I hereby certify that I am not involved in any manner whatsoever in the provisioning, marketing, pricing, or management of any switched access, long distance or local exchange service by AT&T, and that if I should become involved in the future, I will not disclose or otherwise use any information provided under this Agreement.

Glenn Solomon
Name (Please Print)

Sidley i Austin
Employer or Firm

Attorney

Detailed Description of Position and Responsibilities with Employer or Firm

555 W 5th St.
Los Angeles Ca. 90017
Business Address

1997

[Signature]
Signature

*Replaced with
original.*

LAW OFFICES
OLINGER, LOVALD, ROBBENNOLT & McCAHREN, P.C.
117 EAST CAPITOL

P.O. BOX 66
PIERRE, SOUTH DAKOTA 57501-0066

RONALD D. OLINGER
JOHN S. LOVALD
JAMES ROBBENNOLT
LEE C. "ETT" McCAHREN
WADE A. REIMERS

TELEPHONE 224-8851
AREA CODE 605
FAX 605-224-8269

June 11, 1997

RECEIVED

JUN 11 1997

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

William Bullard, Jr., Executive Director
SD PUC, State Capitol
500 E. Capitol
Pierre, SD 57501

RE: Docket TC97-016

Dear Mr. Bullard:

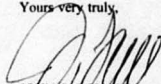
I enclose for filing with the Confidentiality Agreement, which I presented yesterday, original Exhibits A's signed by Richard A. Wolters, Glenn Solomon, and John Finnegan. I also enclose herewith an amendment to the first page which was faxed to me by attorney Heaston this morning, expanding the authorization to also include the exhibits attached to the direct testimony of Steven M. Wegman and C. Laniece Healy.

I would request that you include this information with the original Confidentiality Agreement.

I would also request on the basis of these documents that I receive access to those specified exhibits this afternoon so that I can get them to the three (3) reviewing individuals at AT&T.

I am sending a copy of this letter, together with enclosures via fax to Mr. Heaston.

Yours very truly,



JOHN S. LOVALD
Attorney at Law

JSL/le
cc/w/cnc William P. Heaston
Rick Wolters
Enclosure

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

RECEIVED

JUN 11 1997

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

IN THE MATTER OF THE INVESTIGATION
OF U S WEST'S SERVICE QUALITY
PERFORMANCE

DOCKET NO. TC97-016

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement is made as of the 10th day of June, 1997, by and between U S WEST Communications, Inc. ("U S WEST") and AT&T COMMUNICATIONS OF THE MIDWEST, INC. ("AT&T")

RECITAL

1. U S WEST hereby states and agrees that it will, under the terms of the following Confidentiality Agreement, allow inspection and review of certain data and information claimed by U S WEST to be of a confidential nature to the signators of this Agreement. The information sought to be reviewed is Two (2) exhibits attached to the Direct Testimony of Harlan Best, and exhibits attached to the Direct Testimony of Steven M. Wegman and of C. Laniece Healy, on behalf of the Commission Staff, dated June 6, 1997, filed in the above docket.

2. In connection with this case, AT&T desires to have access to and to review the exhibits identified in paragraph 1 above, which exhibits contain confidential and proprietary data of U S WEST.

3. U S WEST submits that many, if not all, of the documents AT&T wishes to review contain confidential information, trade secrets, proprietary information and/or other information which, if disclosed to competitors of U S WEST or others, could result in irreparable damage and injury to U S WEST.

190

4. U S WEST and AT&T desire to provide a means by which the documents described in Recital No. 3. can be provided to the AT&T for review, but, at the same time, protected from disclosure which could result in irreparable damage or injury to U S WEST.

THEREFORE, U S WEST and AT&T agree as follows:

1. For purposes of this Agreement, the following terms shall be defined in the following manner:

(a) "Documents" shall mean and include all documents data, information, studies, computer programs, and other matters furnished in any for in response to any interrogatories or requests for information, subpoenas, depositions, or other modes of discovery that are claimed to be a trade secret or confidential in nature shall be furnished under the terms of this Agreement, as constituting trade secret, confidential, commercial, and financial information (here referred to as "confidential"), and shall neither be used or disclosed except for the purpose of this proceeding, and solely in accordance with this Agreement. Any and all documents recorded or graphic matters of any kind of a nature whatsoever shall extend to any subsequent compilation, summary, quotation, precise, or reproduction thereof prepared at any subsequent time in any subsequent form or proceeding, in whole or in part.

To the extent there may be information which a party believes requires extraordinary protection beyond that provided for in this Agreement, the party shall file the information with the Commission, only, under seal together with a Motion seeking such extraordinary protection. The Motion shall state the grounds for seeking the relief and advise all other parties of the request and the subject matter of the material at issue.

(b) "Confidential Information" shall mean and include any documents and all contents thereof which are marked "CONFIDENTIAL", "PROPRIETARY" or in some similar manner by U S WEST.

(c) "Use of Confidential Information and Persons Entitled to Review." All confidential information made available pursuant to this Agreement shall be given solely to the Commission or counsel for the parties and shall not be used or disclosed except for purposes of this proceeding; provided, however, that access to any specific confidential information may be authorized by counsel, solely for the purpose of this proceeding, to those persons indicated by the parties as being their experts or advisors in this matter. For purposes of this Agreement, disclosure shall be strictly limited to persons employed by AT&T who are directly involved in this case as an attorney, expert or witness. Disclosure shall not be made to any person who is in any manner whatsoever involved in the provisioning, marketing, pricing, or management of any switched access, long distance, or local exchange services by AT&T, or any affiliated enterprise.

(d) "Disclose", "make disclosure of", or "disclosure" shall mean and include the dissemination to any person, firm, corporation or other entity of the contents of a document, whether that dissemination is by means of the transmittal or transfer of the original or a copy of that document or any verbal or other dissemination of the contents of said document. No access to confidential information shall be authorized under the terms of paragraph (c) of this Agreement until the person and/or authorized persons, authorized by counsel to have access signs a Nondisclosure Agreement in the form that is attached and incorporated as Exhibit A. The Nondisclosure Agreement shall require the persons to whom disclosure is to be made to certify in writing that they have read this Agreement.

agree to be bound by its terms, and certify that they are not involved in any manner whatsoever in the provisioning, marketing, pricing, or management of any switched access, long distance, or local exchange service by AT&T, and that if they should become involved in the future, they will not disclose or otherwise use any information provided under this Agreement. The Nondisclosure Agreement shall contain the signatory's full name, permanent address, and employer, and the name of the party with whom the signatory is associated. This Nondisclosure Agreement shall be delivered to counsel for the providing party and the Commission at the time of review of the documents, or as soon thereafter as practicable.

2. All Confidential Information and the disclosure thereof shall be subject to the following restrictions:

(a) AT&T shall not disclose any Confidential Information to anyone other than an Authorized Person(s) for the sole purpose of AT&T's review and analysis of the case.

(b) Whether U S WEST has provided Confidential Information to AT&T in hard copy or in some other form, AT&T shall make no copies or reproductions of any kind or nature whatsoever of the Confidential Information so supplied.

(c) The foregoing notwithstanding, AT&T may not disclose Confidential Information to an Authorized Person(s) unless, prior to the disclosure of such Confidential Information, said Authorized Person(s) has signed a Non-Disclosure Agreement.

3. Delivery of Documentation. Where feasible, Confidential Information will be marked as such and delivered to counsel. In the alternative, the Confidential Information may be made available for inspection and then reviewed by counsel, experts and

authorized persons, as defined in paragraph (c), in a place and time mutually agreed on by the parties.

4. In the event AT&T objects to U S WEST's designation of a document or its contents as Confidential Information, the materials shall be treated as Confidential Information until a contrary ruling by the Commission or, if appropriate, a Court of competent jurisdiction. Prior to the time any objection to a designation of Confidential Information is brought before the Commission or a Court of competent jurisdiction for resolution, AT&T and U S WEST shall attempt to resolve the objection by agreement. If AT&T and U S WEST are unable to reach an agreement, then either of them may bring the objection before the Commission or Court of competent jurisdiction in accordance with the applicable rules of that forum. The party bringing the objection before the Commission or Court of competent jurisdiction has the burden of satisfying the Commission or Court of the need for protection or production.

5. In the event AT&T desires to disclose Confidential Information to a person, firm, corporation or entity other than an Authorized Person, AT&T shall designate the Confidential Information it wishes to disclose, identify the persons or entities to whom it wishes to make disclosure and advise U S WEST in writing of its desire to make such disclosure. If, after U S WEST's receipt of such communication from AT&T, U S WEST and AT&T are unable to agree on the terms and conditions of such disclosure, such disclosure may be made only on such terms and conditions as the Commission or, if appropriate, a Court of competent jurisdiction may order.

6. Nothing in this Agreement shall preclude U S WEST from using or disclosing any Confidential Information for any purpose or to any person.

7. Nothing in this Agreement shall preclude U S WEST from refusing to make any disclosure of any Confidential Information to AT&T even if AT&T agrees that such disclosure shall be in accordance with the terms of this Confidentiality Agreement.

8. All persons who are afforded access to any confidential information by reason of this Agreement shall neither use nor disclose the confidential information for purposes of business or competition, or any other purpose other than the purposes of preparation for and conduct of this proceeding, and then solely as contemplated here, and shall take all reasonable precautions to keep the confidential information secure and in accordance with the purposes and intent of this Agreement. No party receiving confidential information pursuant to this Agreement may copy, microfilm, microfiche, or otherwise reproduce such confidential information without the written consent of U S WEST.

9. The parties and non-parties further retain the right to question, challenge, and object to the admissibility of any and all data, information, studies, and other matters furnished under the terms of this Agreement or a Commission issued Protective Order on the grounds of relevancy or materiality.

10. This Agreement shall in no way constitute a waiver of the rights of any party or person to contest any assertion or finding of trade secret, confidentiality, or privilege, or to appeal any determination of the Commission or assertion by a party.

11. The provisions of this Agreement are specifically intended to apply to information supplied by any party to this proceeding, and any nonparty that supplies documents, testimony, or other information pursuant to process issued by this the Commission.

12. Within ten (10) days after the final disposition of the case, including any and all appeals therefrom, all hard copy, other originals and any reproductions of all documents containing Confidential Information subject to this Confidentiality Agreement shall be returned to U S WEST.

13. The provisions of this Confidentiality Agreement, insofar as they restrict the disclosure and use of Confidential Information governed by this Confidentiality Agreement, shall, without the written permission of U S WEST or further order of the Commission or, if appropriate, a Court of competent jurisdiction, continue to be binding after the conclusion of the case.

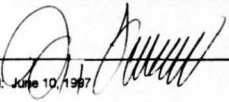
WHEREFORE, the undersigned have set their hands and seals as of the date set forth above.

U S WEST COMMUNICATIONS, INC.

By: 

Dated: June 10, 1997

AT&T COMMUNICATIONS OF THE MIDWEST, INC.

By: 

Dated: June 10, 1997

EXHIBIT A**NONDISCLOSURE AGREEMENT**

I hereby agree that I have read the CONFIDENTIALITY AGREEMENT and agree to be bound by the terms thereof. I hereby certify that I am not involved in any manner whatsoever in the provisioning, marketing, pricing, or management of any switched access, long distance or local exchange service by AT&T, and that if I should become involved in the future, I will not disclose or otherwise use any information provided under this Agreement.

Glenn Solomon
Name (Please Print)

Sidley & Austin
Employer or Firm

Attorney

Detailed Description of Position and Responsibilities with Employer or Firm

555 W. 5th St.
Los Angeles, Ca 90017
Business Address

_____, 1997

[Signature]
Signature

EXHIBIT ANONDISCLOSURE AGREEMENT

I hereby agree that I have read the CONFIDENTIALITY AGREEMENT and agree to be bound by the terms thereof. I hereby certify that I am not involved in any manner whatsoever in the provisioning, marketing, pricing, or management of any switched access, long distance or local exchange service by AT&T, and that if I should become involved in the future, I will not disclose or otherwise use any information provided under this Agreement.

Name (Please Print)

Richard S. Walters

Employer or Firm

In house attorney

Detailed Description of Position and Responsibilities with Employer or Firm

1875 Lawrence born 1975
Business Address Denver, CO 80007
June 10, 1997

Signature

EXHIBIT ANONDISCLOSURE AGREEMENT

I hereby agree that I have read the CONFIDENTIALITY AGREEMENT and agree to be bound by the terms thereof. I hereby certify that I am not involved in any manner whatsoever in the provisioning, marketing, pricing, or management of any switched access, long distance or local exchange service by AT&T, and that if I should become involved in the future, I will not disclose or otherwise use any information provided under this Agreement.

JOHN FINNEGAN

Name (Please Print)

AT&T

Employer or Firm

SENIOR POLICY WITNESS

Detailed Description of Position and Responsibilities with Employer or Firm

1875 LAWRENCE ST
LEWISTON, ME 04240

Business Address

JUNE 10, 1997[Signature]

Signature

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA**

IN THE MATTER OF THE INVESTIGATION OF) U S WEST COMMUNICATIONS, INC. SERVICE) QUALITY PERFORMANCE)	ORDER CONSOLIDATING DOCKETS TC97-016
IN THE MATTER OF THE FILING BY U S WEST) COMMUNICATIONS, INC. FOR REVISIONS TO) ITS EXCHANGE AND NETWORK SERVICES) TARIFF AND EXCHANGE AND NETWORK) SERVICES CATALOG)	TC97-049

On February 20, 1997, the Public Utilities Commission (Commission) opened TC97-016 to review U S WEST Communications, Inc.'s (U S WEST) service quality performance pursuant to the Commission's Order Approving Stipulation and Addendum in Docket TC94-121. In that docket, the Commission approved a rate increase for residential and business basic local exchange service. The Commission further decided that a proposed second increase may be implemented at the end of 18 months from the first increase depending on U S WEST's service quality performance.

On April 30, 1997, the Commission received a filing by U S WEST that reflects the second phase of increases. An intervention deadline of May 16, 1997, was established and MCI Telecommunications Corporation (MCI) and AT&T Communications of the Midwest, Inc. (AT&T) each filed timely petitions to intervene. The Commission considered the petitions to intervene in docket TC97-049.

The Commission has jurisdiction in this matter pursuant to SDCL Chapters 1-26 and 49-31.

Staff recommended that the Commission consolidate TC97-016 and TC97-049 because they are closely related and interdependent on each other. No parties objected to the consolidation.

On June 3, 1997, at a duly noticed meeting, the Commission decided to consolidate dockets TC97-016 and TC97-049. It is therefore

ORDERED that dockets TC97-016 and TC97-049 shall be consolidated.

Dated at Pierre, South Dakota, this 13th day of June, 1997.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.

By

Aldene Kaebo

Date

6/13/97

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION.

James A. Burg
JAMES A. BURG, Chairman

Pam Nelson
PAM NELSON, Commissioner

Laska Schoenfelder
LASKA SCHOENFELDER, Commissioner

200

THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

RECEIVED

JUN 24 1997

IN THE MATTER OF THE INVESTIGATION
OF U S WEST'S SERVICE QUALITY
PERFORMANCE.

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION) TC97-016
)
)
)HEARD BEFORE THE PUBLIC UTILITIES COMMISSIONPROCEEDINGS:

June 12, 1997
9:00 A.M.
Room 423, State Capitol Building
Pierre, South Dakota

PUC COMMISSION:

Jim Burg, Chairman
Laska Schoenfelder, Commissioner
Pam Nelson, Commissioner

COMMISSION STAFF
PRESENT:

Rolayne Ailts Wiest
Karen Cremer
Gregory A. Rislov
Harlan Best
Bob Knadle
Gregory A. Rislov
Dave Jacobson

Reported by: Lori J. Grode, RMR

201

A P P E A R A N C E S

For US West: William P. Heaston
1801 California Street, Suite 5100
Denver, CO 80202

Tamara A. Wilka
P.O. Box 5015
Sioux Falls, South Dakota,
57117-5015

For MCI: Robert K. Sahr
P.O. Box 1600
Pierre, South Dakota, 57501

For AT&T: John S. Lovald
P.O. Box 66
Pierre, South Dakota, 57501

I N D E X

<u>Witness</u>	<u>Page</u>
Jon Lehner	5
Gregory Rislov	127
Harlan Best	151
Bob Knadle	187
LaNiece Healy	193
Steve Wegman	215

P R O C E E D I N G S

CHAIRMAN BURG: I guess we will get started. I will begin. The hearing is Docket TC97-016, in the Matter of the Investigation of U S West's Service Quality Performance.

The time is 9:00 a.m. The date is June 12th, 1997. And the location of the hearing is Room 423 in the State Capitol Building, Pierre, South Dakota.

I am Jim Burg, Commission Chair. Commissioners Laska Schoenfelder and Pam Nelson are also present.

I'm presiding over this hearing. This hearing was noticed pursuant to Commission's Amended Order For and Notice of Procedural Schedule and Hearing issued May 20, 1997.

The issue at this hearing is whether based upon the Commission's investigation of U S West's service quality performance from February 12th, 1996, to February 11, 1997, a second rate increase scheduled to be implemented at the end of the 18 months when the first increase may be implemented in whole or in part, delayed, or rejected.

All parties have the right to be present and to be represented by an attorney. All persons so testifying will be sworn in and subject to

1 cross-examination by the parties.

2 The Commission's final decision may be
3 appealed by the parties to the State Circuit Court and
4 the State Supreme Court.

5 Karen Cremer will be acting as Commission
6 counsel. She may provide recommended rulings on
7 procedural and evidentiary matters. The Commission may
8 overrule its counsel's preliminary rulings throughout
9 the hearing. If not overruled, the preliminary hearing
10 rulings will become the final rulings.

11 I will now turn it over to Karen.

12 MS. CREMER: Thank you, Mr. Chairman. Are
13 you ready to proceed, U S West?

14 MR. HEASTON: Yes.

15 MS. CREMER: Would you care to make an
16 opening statement?

17 MR. HEASTON: Do you want appearances first?

18 MS. CREMER: I'll take appearances.

19 MR. HEASTON: William P. Heaston on behalf of
20 U S West Communications. Tamara A. Wilka also on
21 behalf of U S West Communications.

22 MR. LOVALD: John Lovald on behalf of AT&T.

23 MR. SAHR: Bob Sahr of May, Adam, Gerdes and
24 Thompson on behalf of MCI.

25 MS. WIEST: Rolayne Wiest on behalf of

204

1 Commission staff.

2 MS. CREMER: Would you care to make an
3 opening statement?

4 MR. HEASTON: No, I don't believe that's
5 necessary. If we could, we're prepared to present our
6 case.

7 MS. CREMER: Anybody else care to?

8 MR. LOVALD: No, thank you.

9 MS. WIEST: Staff has no opening.

10 MS. CREMER: We'll proceed.

11 MR. HEASTON: Call Mr. Lehner to the stand.

12 **JON LEHNER,**

13 called as a witness, being first duly sworn,
14 was examined and testified as follows:

15 DIRECT EXAMINATION

16 BY MR. HEASTON:

17 Q. Would you please state your name.

18 A. My name is Jon Lehner.

19 Q. And your occupation?

20 A. My occupation is director of regulatory
21 affairs for U S West in South Dakota.

22 Q. Did you prepare a prefiled testimcny in this
23 docket?

24 A. Yes, I did.

25 Q. In front of you is what has been marked as

1 Exhibit 1. Could you identify that, please?

2 A. This is my prefiled testimony.

3 Q. And does that prefiled testimony have
4 exhibits to it?

5 A. Yes, it does.

6 Q. How many?

7 A. However many it takes to get to I.

8 Q. Okay. So you have A through I?

9 A. Yes.

10 Q. Do you have any corrections or additions to
11 make to that testimony?

12 A. I do not.

13 Q. If I were to ask you the questions contained
14 in Exhibit 1 today, would your answers be the same?

15 A. Yes.

16 MR. HEASTON: I move the admission of Exhibit
17 1 and its attached exhibits.

18 MS. CREMER: Are there any objections?

19 MS. WIEST: No objections.

20 MS. CREMER: It's admitted.

21 Q. Would you briefly summarize your testimony,
22 Mr. Lehner?

23 A. Thank you. The agreement that was approved
24 by the Commission in late 1995 is the issue that we are
25 here for today. That agreement called for an

1 investment plan in return for raising rates,
2 residential and business rates, in South Dakota closer
3 to their true cost, or the cost that was established by
4 the Commission. That investment plan was in the
5 negotiations with the Commission staff was developed
6 from input from the staff and from customers like the
7 state of South Dakota. And in the final agreement that
8 was presented to the Commission, U S West agreed to
9 spend 25 million dollars, give or take one or two
10 tenths of a million, 25 million dollars in capital and
11 approximately 6 million dollars in expense that would
12 be associated to place that investment.

13 The network or the investment plan that U S
14 West proposed provided for a variety of network
15 enhancements that are detailed in my testimony. And I
16 won't go through those; however, I would like to say
17 two things about that investment plan. Number one,
18 that investment plan, coupled with what we already
19 have, or had in South Dakota, has given South Dakota
20 one of the premier inter office networks in the
21 country. Not even in U S West in the country
22 particularly for a rural state.

23 And, secondly, that investment plan,
24 unbeknownst to us at the time that we agreed with the
25 staff with this plan, has in fact contributed now to

1 the legislation that the Governor has sponsored, which
2 some people call the telecommunications infrastructure
3 plan that was passed in the last session. This plan,
4 this investment plan, has made a fairly significant
5 contribution, not only in what we have accomplished so
6 far, but in what is left to accomplish in the
7 investment plan toward making that vision come true in
8 late 1995.

9 The Commission approved that plan after some
10 months of hearings, much concern about service
11 quality. But finally approved the plan in late 1995
12 with service quality being a huge part of the issue in
13 approval. And in the final analysis, however, the
14 Commission did, in approving this agreement, did not
15 set any standards for service quality. However, in the
16 Order that Mr. Burg just referred to, the Commission
17 said that they would review service a year -- for the
18 year following the first increase, which occurred on
19 February 12th, I believe, of 1996, which therefore is
20 why we're here today.

21 In my testimony I talk quite a bit about
22 service and the fact that I believe that service has
23 significantly improved since the period of 1993, '94,
24 and '95. There were three main areas in our
25 discussions with the Commission and with the Commission

1 staff that came up as we headed for that agreement in
2 terms of service quality. And those three areas could
3 be -- and I've got it detailed in my testimony, but
4 they basically deal with the areas of held orders,
5 which is where we don't have facilities to provide
6 immediate dial tone to a customer. They dealt with
7 repair issues, and they dealt with access to our
8 offices. Those were the three main categories of
9 service concerns.

10 And I can tell you today that in all three of
11 those, there have been significant improvements from
12 the 1994-'95 time frame. Particularly, I think, in the
13 area of held orders, which at that time the Commission
14 was greatly concerned about, held orders have made
15 significant improvements in terms of raw numbers, in
16 terms of complaints, basically in terms of any way that
17 you want to look at it.

18 Repair service has improved. I would say to
19 you that South Dakota has already had an excellent
20 repair rate long before these issues came up, one of
21 the lowest report rates, frankly, in the country. And
22 in the report rate that we report to the Commission,
23 just a shade over one report per hundred, which if you
24 look at any other state or look at ARMIS reports
25 reported to the FCC, you will discover that is a report

1 rate that very few companies can match.

2 And finally access to our offices, a huge
3 problem in 1994 and '95 dramatically improved in the
4 latter part of '95 and on into '96 to the point now
5 where we exceeded our goals and even the goals set by
6 the staff by fairly large margins.

7 U S West, in meeting the investment plan that
8 we agreed to do, actually exceeding it, we have
9 actually beat several of the dates that we had said we
10 would do, has met its part of the deal. We have
11 fulfilled our part of the agreement. And now it's up
12 to the Commission to fulfill its part of the
13 agreement.

14 MR. HEASTON: I have no further questions.
15 Mr. Lehner is available for cross-examination.

16 MS. CREMER: Staff?

17 MS. WIEST: Thank you.

18 CROSS-EXAMINATION

19 BY MS. WIEST:

20 Q. Mr. Lehner, I'd like to go to your Exhibit
21 D.

22 A. Okay.

23 Q. According to our information, the January
24 1997 numbers for total orders that you have down as
25 28,434 is actually 28,565. Are you aware of that?

1 A. No.

2 Q. And that the number for total met for January
3 1997 for 24,905 is actually 23,958?

4 A. I don't know what you're using.

5 Q. We got that from your personnel. But going
6 on then to page nine of your testimony, looking at
7 lines 12 to 13, there you state that the percentage of
8 requests met in two days was 81 percent exceeding the
9 Service Agreement Standard of 80 percent.

10 A. Yes.

11 Q. Could you go to your Exhibit B, I believe,
12 the actual service quality standards entered into by
13 U S West and staff but not accepted by the Commission?

14 A. You're referring to Exhibit D?

15 Q. It's Exhibit B.

16 A. B, I'm sorry.

17 Q. The second part of the Exhibit B.

18 A. Is this the agreement?

19 Q. Yes.

20 A. Take me to where you --

21 Q. Just the first page of that agreement under
22 Provisioning of Service, A.1.a., could you read that
23 standard?

24 A. A.1.a., I think that's on page one; correct.

25 Q. Yes.

1 A. The company shall complete customers' orders
2 for the installation of all new transfer or change
3 services offered by the company within two business
4 days of the ordered date. The order date shall be the
5 day of a customer's verbal or written request for
6 service.

7 Q. So that is what is described as the
8 standard. So isn't the standard more or less 100
9 percent, but actually the penalty applies when U S West
10 achieves less than 88 percent?

11 A. Well, I guess I don't know. I don't recall
12 the semantics in the negotiations of standard, but I'm
13 looking back to -- looking back to the actual matrix
14 that we developed. But I guess the point is that 80
15 percent is the threshold whereupon from there on we
16 could enhance the -- in the agreement we could enhance
17 the resulted result in terms of the payout, if you
18 will. So, you know, if you want to tell me that the
19 goal was to get a hundred percent, if that's -- if you
20 call that the standard by what you asked me to just
21 read, you know, I'm not going to argue with you other
22 than the fact that in our negotiations I think we all
23 made it very clear that a hundred percent was not
24 attainable and not even reasonable.

25 Q. Well, my point is that when you talk about

1 this standard being 80 percent, actually the penalty
2 would kick in at the 80 -- less than 88 percent level
3 because if U S West had achieved 80 percent or above,
4 that means that they would have been entitled to 80
5 percent of the 50 percent at risk; is that correct?

6 A. That's correct, yeah.

7 Q. Then going to page -- back to your testimony,
8 you also state on page nine, lines 14 to 17, that
9 included in the two-day interval standard are orders
10 not worked in two days because the customer requested
11 installation beyond the two days.

12 A. That's correct.

13 Q. Could you go back and read our standard b.
14 right under the A standard that you just read, A.1.b.
15 of the Service Quality Standards?

16 A. For customers who prefer that any new
17 transfer -- new, transfer, or changed service offered
18 by the company be installed later than two business
19 days, the company shall complete customers' orders by
20 the requested installation date.

21 Q. So actually there was a separate standard for
22 those who requested a due date greater than two days;
23 is that correct?

24 A. That's correct.

25 Q. And U S West contemplated that perhaps they

1 would be able to break out that category but apparently
2 you were not able to; is that correct?

3 A. My understanding is that we have not changed
4 or been able -- I don't know whether the issue is
5 whether or not we've been able to or whether or not it
6 was the resources were devoted to actually change the
7 program to account for those that where the customer
8 asks for a due date greater than two days. And we
9 would not penalize ourselves for that, for missing that
10 two-day interval.

11 Q. So then if you look on page nine of your
12 testimony, lines 15 to 17, since you were not able to
13 break out that category for whatever reason, then what
14 do you base your statement on that a large percentage
15 of orders consist of customer requests for installation
16 beyond two days?

17 A. Well, my point there is that the 81 percent
18 average, the weighted average of 81 percent, does not
19 reflect the fact that we have customers who requested
20 two-day due dates beyond two days. And so in reality,
21 every customer who called in and asked for a due date
22 beyond two days, we failed to meet -- in our own
23 calculation, we failed to meet the two-day interval,
24 therefore, we didn't accomplish by our own measurement
25 what you just asked me to read.

214

1 Q. And my question is how do you know? If you
2 weren't able to break those two categories out, how do
3 you know that accounts for a large percentage?

4 A. I guess if you want to talk about semantics,
5 I don't know whether it's seven percent.

6 Q. It's not semantics. I wonder what you're
7 basing the term large percentage on.

8 A. I'm basing the large percentage on the fact
9 that I believe, from my own history and talking to
10 others, including I would submit to those of you in
11 front of me, that when a customer knows they're moving
12 and you ask -- and you know that you're going to move
13 into a new address, you do not wait until the last
14 minute normally to call U S West or any other utility
15 and tell them that you're going to move? You don't say
16 "I'm moving in two days." You call a week or two
17 weeks in advance. Most customers do that. And in
18 those type of situations we are penalizing ourselves by
19 our measurement today. It's our fault in the sense we
20 haven't changed the program to measure it. But the
21 fact is that we penalize ourselves for those.

22 Q. And what U S West and staff agreed on for the
23 penalties for that standard, it was based on the
24 knowledge that the measurement would include customer
25 requests beyond two days; isn't that correct?

1 A. We actually developed that on the assumption
2 that somewhere down the road we were going to fix that
3 program, which meant in essence that the risk was all
4 in our court because in the final analysis, not
5 correcting the program meant that we were going to be
6 short of what we had agreed to with the staff.

7 Q. Well, in fact, if you look at the first page,
8 or the first part of Exhibit B where we have the
9 written stipulation agreement as to service quality
10 standards, isn't it true that this written agreement
11 contemplates in that, in fact, if U S West had been
12 successful in separating out those requests for
13 services beyond two days, then U S West and staff had
14 agreed that the penalty section would be revised?

15 A. That is correct.

16 Q. And that for each percentage increase in the
17 performance level measurement there would be a
18 corresponding change in the penalty section?

19 A. I believe that's correct.

20 Q. So just for an example, if under the old
21 measurement U S West had 82 percent installation rate,
22 and under the new measurement, which means that you
23 took out all those beyond the two days --

24 A. Yes.

25 Q. -- you had a 90 percent for that same month,

1 would that then mean the difference was 8 percent and
2 the penalties would then be increased by 8 percentage
3 points not to exceed 97 percent?

4 A. What I recall in the discussions in the
5 agreement in the negotiations was that we would develop
6 a proportionate shifting of the schedule to account for
7 that change.

8 Q. Right. If you look at page three of that
9 written agreement, could you read the first full
10 sentence of the top of the page there starting with
11 "that is"?

12 A. You mean --

13 Q. "That is" on page three. I'm talking about
14 the written agreement, the first part of Exhibit B.
15 That's the second part.

16 A. I'm sorry.

17 Q. Exhibit B, your Exhibit B, your first part is
18 the written stipulation and agreement as to service
19 quality standards. Page three of that exhibit.

20 A. Okay. And which paragraph are you referring
21 to?

22 Q. Yeah, there at the very top of the page, the
23 first full sentence beginning with "that is".

24 A. Yes.

25 Q. Could you just read that sentence?

1 A. Accomplished by proportional changes in the
2 levels, reductions or points stated in --

3 CHAIRMAN BURG: Start right after that
4 period.

5 A. That is, for each percentage increase in the
6 performance level measurement, there will be a
7 corresponding percentage change in the percentage
8 standards.

9 Q. Okay. Thank you. Let's go to the issue of
10 held orders. And back to page nine, begin at line 20
11 of your testimony. There you describe U S West's
12 definition of held orders as those not completed due to
13 lack of facilities for primary line. Just for
14 clarification purposes, if U S West failed to fill an
15 order because of lack of personnel, sufficient
16 personnel to install the service, even though you had
17 sufficient facilities, would that be included as a held
18 order?

19 A. That would not be included as a held order in
20 this count.

21 Q. In this category; right?

22 A. It would be counted in the discussion in the
23 measurement we just looked at.

24 Q. And also this category would include only
25 held orders for primary basic local and that would

1 include residential and business service?

2 A. That is correct.

3 Q. So it would not include special services?

4 A. That is correct.

5 Q. Are held orders reported as of the last day
6 of each month?

7 A. The numbers that we report to you are
8 end-of-month numbers.

9 Q. Do you believe that the last day of the month
10 is a representative number of the held orders for that
11 month?

12 A. Not necessarily. Those numbers can fluctuate
13 throughout the month.

14 Q. Do you have any knowledge whether U S West
15 makes any special efforts to reduce the number of held
16 orders before that last day of the end of the month?

17 A. I don't have any specific knowledge of that.
18 But I would not be surprised that the people who are
19 interested in working held orders are keeping that
20 level of held orders down; would make sure that since
21 that is the reporting period, that we would try to get
22 that number as low as possible. So if your question is
23 if you looked at the middle of the month, if you took a
24 snapshot at the middle of the 20th, would it be a
25 different number? Would it be higher? It can, it

1 might be.

2 Q. Let's go to page ten of your testimony, begin
3 at line 21. And there you state that the goal for the
4 service category -- and you're speaking of service
5 cleared in less than 24 hours -- was 75 percent clear.
6 And above there you mentioned U S West had achieved
7 72.5 percent.

8 A. Correct.

9 Q. Actually, in order to receive the entire
10 amount, the risk for this category would you had to
11 have achieved 80 percent?

12 A. I believe that was correct, yes.

13 Q. And then for the category of answering in 20
14 seconds at your repair, your end business office, does
15 that only count when the call is answered by a live
16 operator, the 20 seconds?

17 A. I always have to stop and think about that.
18 I believe the answer to that is yes. I think that
19 question has been asked a few thousand times. I
20 believe the answer is yes.

21 Q. And are these the only two measurements that
22 are not South Dakota specific?

23 A. That would be correct, because the Bureau's
24 -- the Repair Bureau in the business office that
25 answers our calls also answer calls for customers for

1 the other eastern states, which would be Nebraska,
2 Iowa, Minnesota, and North Dakota.

3 Q. What I'd like you to do now is could you get
4 a copy of Harlan Best's testimony? If you'd look at
5 Exhibit B, page one of Exhibit B, which is percentage
6 of commitments missed.

7 A. You said Delta, Exhibit D?

8 Q. B.

9 A. I'm sorry.

10 MS. WIEST: And I'm not going into any
11 numbers here, Mr. Heaston. I don't know if you have
12 any objection. I'm just going into the rationale
13 behind.

14 MR. HEASTON: That's fine.

15 Q. Good.

16 A. We're on page one, excuse me.

17 Q. Yes, page one, and that would be percentage
18 commitments missed. And what this is -- and tell me if
19 I'm correct or not -- are basic service measurements
20 that U S West does for all 14 states, including South
21 Dakota?

22 A. That's correct.

23 Q. And is it my understanding that for this
24 measurement that it measures the number of times U S
25 West misses the due date given by U S West to the

1 customer?

2 A. That is correct.

3 Q. So, for example, if I would call U S West and
4 order a service such as Caller ID, and your service
5 reps told me that it would take four days to have
6 service even though I had requested it in two days and
7 it actually did take you four days, would that mean
8 that that would not be a missed commitment?

9 A. If what we committed to you was four days?

10 Q. Even though I asked for two days, but you
11 told me it would take four days.

12 A. That is correct.

13 Q. And then let's go to page two, which is
14 percentage two-day standard interval offered. And this
15 is another basic service measurement; is that correct?

16 A. That is correct.

17 Q. For this standard the two-day standard
18 interval offered, is it correct that this measures the
19 number of times two days is offered to the customer?

20 A. That is correct.

21 Q. So if U S West offers a customer installation
22 in two days, but actually fails to provide it in two
23 days, that would still be counted as a service offered
24 in two days?

25 A. What -- I'm not sure I track with you so let

1 me go back. What this is simply measuring is how many
2 times we offer a two-day commitment, period.

3 Q. Right.

4 A. But the issue of when the commitment is met
5 is back on the previous one.

6 Q. On missed commitment?

7 A. Right, which is why these two in concert with
8 each other are as I describe I think to the staff many
9 times a fairly good mouse trap.

10 Q. Let's go to page 15 of your testimony.

11 A. 15 of my testimony?

12 Q. Yes, lines two to three. And there you
13 mention the Service Guarantee Plan. And I believe that
14 provides for customers experiencing missed commitments
15 in provisioning U S West will give a \$10 credit for
16 residential and \$40 for business customers; is that
17 correct?

18 A. Correct.

19 Q. And is that credit only for installation of
20 primary basic line?

21 A. I believe that's correct, yes.

22 Q. Is that an automatic credit?

23 A. For installation?

24 Q. Yes.

25 A. My understanding is it is an automatic

1 credit.

2 Q. Do you know what U S West paid in credits for
3 1996?

4 A. I do not, but as far as South Dakota is
5 concerned?

6 Q. Yes.

7 A. I'm sure we can find that number.

8 Q. Can you get that number for me?

9 A. Yes.

10 Q. And another part of the Service Guarantee
11 Plan is a credit for repair missed commitment?

12 A. Yes.

13 Q. And is it correct that that is not an
14 automatic credit?

15 A. My understanding that is not an automatic
16 credit.

17 Q. So how would a customer have to get that much
18 credit?

19 A. My understanding is that when the customer
20 calls in on a repair, that where we have missed the
21 commitment, that that is when they would get the \$10 or
22 the \$40.

23 Q. And could you also provide that amount of
24 money that you paid in credits?

25 A. Yes.

221

1 Q. And does U S West track the complaints it
2 receives from consumers, the complaints that U S West
3 itself receives?

4 A. The complaints that we receive that are not
5 necessarily coming from the Commission or to the
6 Commission?

7 Q. Right.

8 A. Yes.

9 Q. And how do you track those complaints?

10 A. Well --

11 Q. Are they South Dakota specific?

12 A. The complaint handling group in Denver that
13 the Commission utilizes also keeps track of the
14 complaints that come into the executive offices, and so
15 it's a combination of that group. And also we get some
16 of those complaints in our offices and so we also
17 include those then in our analysis.

18 Q. So you generate internal reports on
19 complaints?

20 A. There is an internal report generated on
21 complaints, yes.

22 Q. Could you provide that to the staff, or the
23 Commission?

24 A. I presume that we can do that. I'm sure it's
25 a confidential report, but I'm sure we can do that.

1 Q. Then going back to the second part, does U S
2 West track complaints that it receives from the
3 Commission that the Commission then refers to U S West
4 for a response?

5 A. Yes.

6 Q. And do you keep track of those?

7 A. I'm not sure what you mean by keeping track,
8 but if analyzing is keeping track, I'd say we keep
9 track.

10 Q. Let's go on to Investment Plan. On page 11
11 of your testimony, lines 13 through 16, you mention the
12 fiber rings and state they were installed in late
13 1996. When were those fiber rings fully operational?

14 A. The survivable? The rings were operational
15 at different periods in 1996. In fact, I believe that
16 the large ring was actually, in terms of the physical
17 ring, was operational in 1995, as I recall it. The
18 other eastern ring that goes down through Yankton and
19 up through Sioux Falls, Huron, and Mitchell was
20 completed sometime in the latter part of '96. The
21 survivability equipment that made them what we call
22 self-healing survivable rings was actually installed in
23 the latter part of '96. And we tested that, as I
24 recall, in December and January. I believe that the
25 small ring was turned up in late December; and, as I

1 recall, the large ring sometime in late January where
2 we actually completed the testing and turned it up.

3 Q. So it was operational at those times?

4 A. Yes.

5 Q. What telecommunications traffic is not
6 carried on your two SONET rings?

7 A. On the survivable rings?

8 Q. Yes.

9 A. Well, it's probably easier to say what is
10 carried on them.

11 Q. Right.

12 A. And not what is carried on them is all of the
13 switched services, both toll and switched access. In
14 answer to your first question, I know that there are
15 private line circuits are what we call dedicated
16 interoffice circuits that are not carried on the
17 survivable ring.

18 Q. In Mr. Wegman's testimony, I believe in the
19 GCNB report, that there was a representation that U S
20 West construct a fiber ring to the Rapid City area?

21 A. Yeah.

22 Q. Does U S West have any plans to do so?

23 A. There are no imminent plans to do so. We
24 have been looking at that ever since the issue has been
25 raised. And in terms of planning for the future, I

1 would not say that we don't plan eventually to do it,
2 but there are no plans right now. There's no funding.
3 There are no plans at the moment to do in a survivable
4 ring to Rapid City. We have two separate paths to
5 Rapid City, one on fiber facility, and the other on
6 digital radio facility. And so we have diversified all
7 of our traffic out there on those two separate
8 facilities, but they are not linked in a survivable
9 ring and cannot be.

10 Q. Could you go to page two of your testimony
11 and at line 16 to 18. And there you state that U S
12 West has agreed to invest in excess of 25 million in
13 South Dakota over five years from your services.

14 A. Yes.

15 Q. How much have you invested to date?

16 A. In terms of in capital and expense, I believe
17 that the number -- Mr. Rislov called me about that in
18 the last few days. But I believe that the number is
19 somewhere around 12.8 million dollars in capital
20 expense expended through 1996.

21 Q. And do you have projections for the total
22 amount that you will have invested once all of the new
23 services and facilities are in place?

24 A. Yes. It's what I talked about in my
25 summary. It's a total of about 25 million in capital

1 and roughly 6 million in expense for a total. It's a
2 little over 31 million dollars.

3 Q. In the GCNB report, one of the
4 recommendations was that in order to reduce incorrect
5 cable locates, the location technician shouldn't leave
6 the site until all cables are found. Has U S West
7 implemented that recommendation?

8 A. To the best of my knowledge, we have. At
9 least that is the policy. Obviously, I can't sit here
10 this morning and speak to how well it's implemented,
11 but that is the policy.

12 Q. For all cable locates? Are we talking fiber?

13 A. I think we're talking about fiber locates.

14 Q. And that would be just only fiber locates, to
15 your knowledge?

16 A. I would guess that there probably are some
17 other situations beyond fiber. I would guess there are
18 some toll routes that are included in that that are not
19 fiber, but obviously with all of the cable locations
20 that are requested every day, we would not possibly be
21 able to have a standby for every one of those.

22 Q. If you would go to page 14 of your testimony,
23 lines 12 through 15, you more or less state without
24 that, without the price increase, the investment plan
25 cannot be completed. According to Mr. Rislov's

1 testimony, I believe a number of the services in the
2 investment plan have been completed, such as CLASS
3 services, SONET rings, Frame Relay, Internet. So it
4 would be U S West's intention not to complete
5 deployment of the other services if it doesn't receive
6 the second increase?

7 A. It would be U S West's intention that if the
8 second increase is not approved for August 12, that we
9 would not continue on with the investment plan.

10 Q. And so you would not -- even the ones that
11 you had begun, you would not complete those projects?

12 A. I don't want to say never, but we would
13 certainly take a hard look.

14 Q. One of those services that had not been
15 completed was single party service, I believe.

16 A. That's correct.

17 Q. Isn't U S West required to provide single
18 party service in order to be eligible for universal
19 service support?

20 A. My understanding is that that is the case.
21 There are some extenuating circumstances there, but I
22 believe that generally that is the case.

23 Q. Could you please look at Ms. Healy's
24 testimony?

25 MS. WIEST: And, Mr. Heaston, I wanted to ask

1 some questions about Exhibit B, and that is marked
2 confidential. I don't know how you wanted to handle
3 that.

4 MR. HEASTON: Looking around the room, with
5 one exception, Commissioner and former Commissioner
6 Stofferahn, I think everybody is bound by the
7 confidential -- well, Mr. Sahr also. There would two
8 we would have to exclude if you're going to get into
9 the numbers.

10 MS. WIEST: Well, I was going to get into
11 actually mainly your responses, but, yeah, I might get
12 into some numbers. So you're saying Mr. Sahr and
13 Mr. Stofferahn?

14 MR. HEASTON: Yes, as far as I can tell.
15 Those would be the two.

16 (The following pages 32 to 39 were sealed due
17 to confidentiality.)
18
19
20
21
22
23
24
25

1 Q. Okay. Looking at Exhibit B, page one, and
2 U S West states that it didn't in the response -- could
3 you read your response there beginning with "the
4 ability", page one of the Exhibit B?

5 A. I'm sorry, Exhibit B? The response: The
6 ability to forecast access line gain by wire center was
7 not available until late 1996. Is that what you're
8 referring to?

9 Q. Yes.

10 A. How far do you want me to go?

11 Q. Well, let's just talk about that first
12 sentence. Why wasn't it until late 1996 that you began
13 to forecast access line by wire center?

14 A. My understanding is that there was a program
15 that has been developed that does -- that that just did
16 not come on line until that time period.

17 Q. So prior to that time period how did you
18 forecast growth?

19 A. It was, for the most part, it was done but
20 with field engineers and field personnel who were
21 identifying growth in an exchange pretty much the way,
22 I would guess, most telephone companies do it today.

23 Q. And talking about your new system, how does
24 that system forecast growth per wire center?

25 A. I am not knowledgeable of the mechanics of

1 that system.

2 Q. Do you have anybody here that could answer
3 that question that you brought with you?

4 A. Dan or Russ? Forecast system, how it works?
5 Teresa Pina is the person who runs that effort for us,
6 and she's the one who supplied the answer so --

7 Q. Well, let's go to page three of that same
8 Exhibit B. Looking across the top heading under
9 December 1996, the initials YTD NALG. I assume that
10 means year to date, and NALG, does that mean net access
11 line growth?

12 A. Yes.

13 Q. Could you explain under, for example, looking
14 at Aberdeen and the December 1996 numbers and the
15 number of projects, how do those two numbers
16 interrelate, do you know? The net access line growth
17 versus the number of projects there.

18 A. My understanding is that the net access line
19 growth is a historical record of just that, the access
20 line growth by wire center. The projects are all the
21 various engineering projects that have been engineered
22 during that year for the Aberdeen wire center. It
23 would be big jobs, little jobs, it would be the sum
24 total of all of the jobs.

25 Q. Would it indicate that the net access line

1 growth that those were the access lines that were
2 completed during that time period?

3 A. No. What that suggests simply is that that
4 is the growth. If you looked at the total number of
5 access lines for the wire center, Aberdeen, at the end
6 of '95 took a snapshot and took a snapshot at the end
7 of '96, it would tell you the growth was 248.

8 Q. Let's go to Exhibit C of Ms. Healy's
9 testimony there, and this is in regard to the
10 provisioning of materials. In your response U S West
11 states that it experienced cable shortage in the last
12 two quarters in 1995. What was the reason for those
13 cable shortages?

14 A. I don't know that I can give you all the
15 reasons for that. And, again, I am not the respondent
16 for that. But I do remember that during the period we
17 had changed suppliers. There was a lot of growth in
18 our 14 states, and as I recall, we just plain were
19 short on cable supplies from virtually every vendor
20 source that we could go to during that period of time.

21 Q. And in that response, the statement is made
22 that there were no significant material supply problems
23 in 1996?

24 A. Correct.

25 Q. Is U S West still, however, experiencing

1 cable shortages?

2 A. I am not aware of any if there are any.

3 Q. What did you do to alleviate the cable
4 shortage?

5 A. I suppose that that's probably a question
6 that somebody that's in the supply business is going to
7 have to answer. I don't know.

8 Q. No one here? You have no one here that can
9 answer that question?

10 A. I doubt that I'll have --

11 UNKNOWN SPEAKER: One thing --

12 COMMISSIONER SCHOENFELDER: Under oath.

13 UNKNOWN SPEAKER: I just have a quick
14 statement.

15 MR. HEASTON: If we have somebody, we can
16 provide that.

17 Q. Okay. Then could you look at Mr. Wegman's
18 testimony? I have a number of -- a few questions
19 relating to the Junius battery problem referenced in
20 Mr. Wegman's testimony.

21 A. Okay.

22 Q. First of all, can you explain what happens
23 when a U S West battery system reaches a low voltage
24 threshold?

25 A. My understanding is that, first of all, when

1 commercial power is lost to one of the systems, I
2 believe that we get an alarm. And I am not familiar
3 with exactly how the thresholds work beyond that. I
4 know that there's an alarm, however, for power loss.

5 Q. And where is that alarm at?

6 A. I believe that that alarm comes into the
7 Service Assurance Center in Minneapolis. I believe
8 it's in Minneapolis, in Plymouth.

9 MS. CREMER: Ms. Wiest, I was just wondering
10 if Mr. Stofferahn and the attorney for MCI can come
11 back in yet, or do you know?

12 MS. WIEST: No, perhaps not, because part of
13 these exhibits are labeled as confidential.

14 MS. CREMER: Okay.

15 Q. And what happens if the alarm goes off in
16 Minnesota?

17 A. At the Service Assurance Center, my
18 understanding is that the plan is the field forces on
19 site -- in other words, the network personnel who are
20 assigned to maintain those systems are notified.

21 Q. If you look at your testimony on page 15,
22 lines 18 to 20 --

23 A. Yes.

24 Q. -- you state that the Junius complaint
25 involved the battery system that failed during a

1 commercial power failure. Why did the battery fail?

2 A. My understanding is that it was bad. It was
3 not a good battery.

4 Q. Can you tell me what maintenance systems U S
5 West is required to follow for their battery systems?

6 A. Is required to follow? We have, as I
7 understand it, there's a policy that is in place, or a
8 procedure that is in place to test these batteries
9 every six months. I understand that's what the program
10 is now.

11 Q. When did that policy come into play?

12 A. I can't remember the date of it.

13 Q. And was that procedure followed in the Junius
14 situation?

15 A. My understanding and the answer that I
16 believe that was supplied in the Junius data request
17 was that those batteries had been tested in the fall of
18 1995.

19 Q. And if you go to Mr. Wegman's testimony,
20 Exhibit 2.

21 A. Okay.

22 Q. There you state that routine maintenance was
23 performed October 1995 but no records existed. How are
24 you aware that the maintenance was performed then at
25 that time?

1 A. Because the -- as I understand it, the local
2 field manager from Mitchell, who is responsible for
3 that system at Madison, or Junius, knew that the
4 battery had been checked, along with the other --
5 apparently had done all the batteries that fall.

6 Q. And also you indicate in that response no
7 other maintenance activities had been performed over
8 the past three years. Why wasn't it the six-month
9 routine or policy followed for battery maintenance?

10 A. I don't know the answer to that, but my guess
11 it was probably just not on the screen in terms of the
12 things that they had to do.

13 Q. Do you know how many battery systems U S West
14 has that are not in central offices?

15 A. Not off the top of my head. I'm sure that's
16 a number that we could also furnish.

17 Q. Has U S West done any follow-up to determine
18 whether the battery maintenance routines are followed
19 for your other battery systems in South Dakota?

20 A. Yes. My understanding is that, in talking to
21 the network director for the state of South Dakota,
22 that all of the systems around the state, all of the
23 sites have been inspected and, in fact, a number of
24 batteries have been replaced. Others are being
25 replaced.

1 Q And it's U S West's intention to follow the
2 six-month maintenance schedule in those, all of those
3 battery systems?

4 A My understanding, that is the plan.
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

1 Q. Looking at Mr. Wegman's testimony, on page
2 eight of his testimony.

3 A. Okay.

4 Q. Lines eight through 16 -- the other parties
5 could come in. I'm not -- you state that that's where
6 Mr. Wegman mentions that the Commission had received
7 inquiries regarding slow dial tone. What has U S West
8 done to correct this problem?

9 A. Well, I'm not sure whether the problem is
10 slow dial tone or if that's just -- if that's the only
11 situation that Mr. Wegman is referring to. But in
12 Sioux Falls, particularly in Sioux Falls, where we have
13 several switches that require interoffice trunking in
14 order to link those switches, due to some very heavy
15 traffic, particularly during the November and December
16 time period when we were having the blizzards and ice
17 storms in Sioux Falls. And I suppose because of a
18 combination of some other reasons, we found with our
19 own monitoring that there was some blockage on the both
20 an interoffice trunks between the switches in Sioux
21 Falls and also some intraoffice trunks that would
22 create a slow dial tone situation. And I am aware that
23 a number of trunk jobs have been completed in order to
24 alleviate that situation.

25 However, I would also say that it's an

240

1 ongoing monitoring situation. It's a very fluid thing
2 today because primarily I think because of the growth
3 in Sioux Falls and also because of the Internet growth
4 in Sioux Falls. So it's something that we have to
5 monitor literally on a daily basis. So it's a problem
6 that we're going to live with for a long time in terms
7 of having to deal with. But right now we believe that
8 we have added to the initial trunks to provide the
9 capacity to solve the problems that we experienced in
10 November and December, and we are not -- I am also
11 aware that we have not seen any signs of blockage in
12 terms of our own monitoring this in the spring of 1997.

13 Q. And looking at your testimony on page 15,
14 lines 16 to 18, you mention the Feickert case
15 identified a problem involving U S West had no
16 facilities. Is U S West able to take any steps to
17 correct this type of problem from occurring in the
18 future?

19 A. And when you talk about the Feickert problem,
20 which problem are we talking about? If the problem is
21 having facilities available for somebody who moves out
22 into the rural, I would say to you that we are always
23 going to face that problem. However, if the issue is
24 whether or not we can identify ahead of time when the
25 customer first talks to us, yes, we have taken, I

241

1 think, some fairly significant steps in the past year.
2 And I am hoping that we will have some significant
3 improvement in that area.

4 Q. What are those steps?

5 A. Those steps basically are the combination of
6 the business offices using what we call a facility
7 check program so that they become aware if we have --
8 whether or not we have facilities. And, secondly, that
9 when we have a request for service and identify
10 immediately that, in fact, we don't have facilities to
11 that customer, that we immediately contact them as
12 opposed to in the Feickert case where we waited until
13 the order was due, didn't show up, and then literally
14 had the customer call us and say, "Where are you?"

15 Q. Any other? Anything else?

16 A. No.

17 MS. WIEST: I have no further questions.

18 MS. CREMER: Commissioners? I'm sorry, MCI?

19 MR. SAHR: MCI has no questions.

20 MS. CREMER: AT&T?

21 MR. LOVALD: Just several.

22 CROSS-EXAMINATION

23 BY MR. LOVALD:

24 Q. Commission Witness Wegman refers to your
25 average percentage of commitments met for specials such

1 as Centrex, DS1's and DS3's. Do you have statistics
2 that show the percentages for each subgroup, Jon, or is
3 this just a category in general that you can't
4 subcategorize any more?

5 A. Yeah. My belief is that -- and my
6 remembrance is there are subcategories to that, yes.

7 Q. Would that be deemed confidential
8 information?

9 A. Oh, I think it certainly would.

10 Q. Would you be willing to provide that
11 additional information under seal to the Commission
12 showing the subcategories and the percentages of
13 commitments met within the specials category?

14 A. We may have already done that. I'm not sure
15 in all of the data requests that have come in.

16 Q. If it hasn't come in to the Commission, would
17 you agree to provide that as a confidential late-filed
18 exhibit?

19 A. I guess we don't have a problem with that.

20 Q. On your statistics on the specials, do they
21 cover provisioning for other carriers as well as your
22 end user customer requests?

23 A. No.

24 Q. So other carrier requests for Centrex, DS1's,
25 et cetera, would not be included within those

1 statistics?

2 A. My understanding is this is for end user
3 customers.

4 Q. Concerning your growth forecasting referred
5 to, I believe, in the Witness Healy's testimony, does
6 U S West factor in growth for independent telephone
7 companies that are interconnected with U S West?

8 A. I'm not sure, John, I understand your
9 question. We're talking about access line growth
10 here?

11 Q. Uh-huh.

12 A. Help me out.

13 Q. Well, for example, without getting into any
14 numbers or details, one of the confidential exhibits
15 shows access line growth in exchanges that you're
16 serving.

17 A. Yes.

18 Q. But I guess my question is this: You
19 interconnect with a number of other exchanges, and some
20 of those are the smaller companies down in the Sioux
21 Falls area that are probably, you know, experiencing
22 rapid growth also. In reference to your previous
23 testimony on some of the blockage problems occurring in
24 Sioux Falls, is there any analysis in the forecasting
25 that also projects the growth in some of these smaller

1 companies that you're also having to interconnect with
2 and, you know, provide traffic for?

3 A. Well, in answer -- a direct answer to your
4 question is I don't know.

5 Q. Okay. Concerning the Investment Plan, would
6 it be your testimony that any of the improvements in
7 the expenditures that are or will be provided under
8 this Investment Plan in connection with your
9 stipulation will not be included as expenditures that
10 U S West will seek compensation from competing local
11 exchange companies for your RLCAP proceeding?

12 A. That absolutely would not be my
13 interpretation, impression, or any other conclusion.

14 MR. LOVALD: I have no further questions.

15 MS. CREMER: Commissioners?

16 COMMISSIONER SCHOENFELDER: I have several,
17 Mr. Lehner. And, first of all, I want to go to page 13
18 of your testimony where you say that -- and I really
19 want this identified, so if you don't know, I would ask
20 then that you furnish me a witness at some time that
21 can answer these.

22 You state statewide ISDN for U S West
23 exchanges which primarily fulfills the band function of
24 his plan was in place. You're talking about the
25 Governor here, but I believe that plan now is statute,

1 was in place and operable before TC94-121 Investment
2 Plan. And then you go on to talk about Frame Relay and
3 the ATM deployment.

4 I believe the statute says that the
5 narrowband network, a fully-switched digital network
6 covering the transport range from 0 to 144,000 bits per
7 second offering two 64 kilobit information B Bearer
8 channels and a 16 kilobit signaling D Delta channel
9 such that the two 64 kilobit channels can be coalesced
10 to achieve 128 kilobit information transport using ISDN
11 international ITU-CCITT standards providing both B
12 channels circuit and B channel packet switching
13 capabilities. Is that in place in South Dakota now?

14 A. It is in place and available for every U S
15 West customer and wire center in South Dakota.

16 COMMISSIONER SCHOENFELDER: And so I'm not
17 going to get a call one of these days that says, "I
18 can't get it here"?

19 A. I wouldn't bet on that.

20 COMMISSIONER SCHOENFELDER: And these are the
21 things that -- you know, these are the applications
22 that you have there now that fulfills what would be
23 called the narrowband network that's referred to in the
24 new statute.

25 A. That is correct. I would like to, however,

1 point to ISDN, which is a service which in technical
2 detail described, has some limitations in term of
3 distance. As an example, there is a three-mile range
4 from the central office. So if somebody that lives
5 eight miles from the central office wants ISDN, I don't
6 care who the provider is, they cannot get it today.
7 ISDN is limited to three miles and in some cases four
8 miles from the central office.

9 COMMISSIONER SCHOENFELDER: Is that U S
10 West's product, or is that every product that's on the
11 market?

12 A. That is a nature of ISDN. That is the nature
13 of ISDN.

14 COMMISSIONER SCHOENFELDER: But you believe,
15 then, that this fulfills the statute, that what you
16 have deployed now fulfills the statute? Because you
17 said it did in your testimony, and I want to know where
18 we're at in relationship to that.

19 A. Commissioner, I suppose that a lot of people
20 would say that I am not a lawyer; therefore, I can't
21 interpret laws, so I don't know whether or not I could
22 answer your question for you.

23 COMMISSIONER SCHOENFELDER: Can you provide
24 me with someone that can?

25 A. I suppose the lawyers can argue about it

1 because it's a legal issue. I mean I'm telling you
2 that ISDN is not available beyond three, or at the most
3 cases, four miles for anybody. And ISDN is what is
4 described there, and I would guess whoever wrote that
5 law did not contemplate whether or not ISDN could be
6 provided to a rural customer 15 miles from the central
7 office. So there is nobody today that can comply with
8 that under the conditions that we live with today.
9 ISDN has limitations, and that's why I wanted to point
10 it out to you.

11 COMMISSIONER SCHOENFELDER: Okay. That's all
12 I have for that one. I may have further questions on
13 that later down the road. But I want to talk to you a
14 little bit about how you compile the statistics and how
15 you verify the numbers. Now, obviously you don't
16 verify the complaints, I guess, the missed commitment
17 numbers. Have you ever yourself personally verified
18 those numbers?

19 A. I guess I don't know exactly what you mean by
20 verify, but --

21 COMMISSIONER SCHOENFELDER: Well, there are
22 numbers in your testimony, in some of the staff's
23 testimony, from data requests. Those numbers are
24 numbers that your company furnishes.

25 A. That's correct.

22/8

1 COMMISSIONER SCHOENFELDER: Someone
2 internally in your company furnishes to whoever asks
3 for that information.

4 A. Yes.

5 COMMISSIONER SCHOENFELDER: You don't
6 personally verify every one of those numbers?

7 A. No, I don't sit there and watch the beams
8 come over the --

9 COMMISSIONER SCHOENFELDER: Okay. Can you --

10 A. -- cable.

11 COMMISSIONER SCHOENFELDER: -- though when
12 some of these numbers are reported? I'm going to give
13 you some examples. I had a phone call not too long ago
14 from a person that said he called for repair service
15 and the gentleman who answered the phone said, "I can't
16 hear you," and he hung up. Does that get reported? Do
17 you know if that gets reported and how?

18 A. Well, first of all, gets reported as what?

19 COMMISSIONER SCHOENFELDER: I want to know
20 how it gets reported. If your person is supposed to
21 answer for repair service, just simply hangs up on the
22 customer, does anyone ever verify whether that customer
23 ever got service, ever got help? And how does that get
24 reported internally, and what do you do about it
25 internally?

1 A. Well, if a situation like that were to happen
2 -- and I'm not saying that it doesn't happen. I
3 suppose that the only way that we're going to be able
4 to do anything about that if the customer calls back or
5 calls somebody so we have a chance, somebody has a
6 chance to investigate that. If we get involved with
7 them, I can guarantee you we investigate those and try,
8 along with the organizations that actually furnish the
9 service, to run down exactly what happened, who the
10 employee might have been. Doesn't always mean,
11 however, that somebody was at fault. It could very
12 well simply be there was a defective problem somewhere
13 in the network, either in the telephone sets, or in the
14 network itself, and truly the connection couldn't be
15 made so the customer and our employee couldn't talk to
16 each other. So in answer to your question do they
17 count them, mechanically, all of the calls into the
18 business office and all of the calls into the Repair
19 Bureau are counted. Do I know that? I can't sit here
20 today and promise you that it is so. But I've
21 investigated how the process works. Your staff has
22 gone and done that. And we believe that it is a
23 mechanical process that basically does not allow
24 intervention. So that somebody if somebody wanted to
25 deviously maneuver the numbers that they could do that,

1 it's like somebody that said, "I don't want to count
2 that one," it's not possible.

3 COMMISSIONER SCHOENFELDER: Let's talk about
4 deviously manipulating the numbers. How many states do
5 you know in U S West territory have been found out that
6 the numbers have been falsely reported by employees of
7 U S West? How many of those do you know for sure have
8 happened?

9 A. I'm not aware of any falsely reported numbers
10 from U S West.

11 COMMISSIONER SCHOENFELDER: Well, I think you
12 should read some of the testimony from other states
13 then. I also would ask you about -- and this is
14 something that you and I both know about when I call
15 you at 8:30 at night because somebody -- someone has
16 called me and said they have some kind of repair
17 problem. Do you report that or does that get reported
18 internally? Or because of the fact that they called
19 the Commissioner and then it went to your office rather
20 than through the regular repair areas, how do you
21 handle those?

22 A. And you're referring to a situation here
23 where the customer --

24 COMMISSIONER SCHOENFELDER: Customer has
25 called me personally.

1 A. That you have called me about?

2 COMMISSIONER SCHOENFELDER: Right.

3 A. First of all, that customer has in every case
4 already gone through the normal chain. In other words,
5 they reported it to the Repair Bureau or someplace in
6 order to get action and they weren't satisfied;
7 therefore, they escalated to either you or to us. So
8 the record is made. Now, in the situation whereby some
9 chance a customer never bothered to call the Repair
10 Bureau -- let's say it's a repair problem. Never
11 bothered to call the Repair Bureau; just decided, "I'm
12 going to call Commissioner Schoenfelder because I'm
13 upset" --

14 COMMISSIONER SCHOENFELDER: And they could
15 have.

16 A. That could happen. And when you call me or
17 you call Colleen, or whomever we deal with that through
18 our complaint operation, I suppose there's a
19 possibility I'm not -- I don't know whether or not that
20 automatically or ultimately gets on the official
21 trouble history record of that customer. I just don't
22 know that. But in terms of the total raw numbers that
23 we're talking about here, I mean literally thousands
24 and millions of calls throughout the 14 states. And
25 even for South Dakota, I can assure you that there is

1 no effort on the part of myself or any other employees
2 in South Dakota or anywhere else to try to somehow
3 decide that we're going lower the numbers by not
4 counting these. It does not happen. We do not do
5 that.

6 COMMISSIONER SCHOENFELDER: Well, isn't it
7 possible that an employee, though, who is responsible,
8 who is in another state, perhaps, who is responsible
9 for reporting those numbers and their performance is
10 based upon the reports going down, that they would have
11 an incentive not to report them?

12 A. I don't know. I can't imagine what the
13 circumstance would be. I don't know why somebody would
14 do that. But if you've got some information that you
15 believe about an employee's --

16 COMMISSIONER SCHOENFELDER: I want to know if
17 that's possible.

18 A. I suppose anything is possible. But I think
19 in fairness to the discussion here, if you've got some
20 information, you ought to let us pursue it and we'll
21 investigate it.

22 COMMISSIONER SCHOENFELDER: And I have one
23 more question along that line. When I call -- quite
24 often when someone calls the Commission and we contact
25 U S West about a complaint, and the customer says,

1 "I've called seven or eight times." And then someone
2 will call me and say, "Well, we only received one
3 report or two reports," I don't know how you track
4 those. But I don't disbelieve every customer that
5 calls. So, you know, I need to have -- I would like to
6 know that there's some way that internally, with this
7 vast network you have and with all the upgraded
8 technology that you have, and because that's the reason
9 that you're consolidating these report centers and
10 these repair centers across the 14 states is because
11 the technology allows to you do that, I would like to
12 know that you have a better tracking system than that.
13 That I would like to know. Okay. Obviously, if my
14 phone isn't working, I probably can't call you from
15 that phone. So I go to the neighbor's phone, or I've
16 called you from work or something like that. So do you
17 track automatically? Do you write down the number
18 that's reported? Do you know if that's written down or
19 reported that way, or do you just track it
20 electronically with the number that calls in to report
21 trouble? I want to know how that is done.

22 Could you find -- and I don't expect you to
23 know these, but you're the only witness that we have
24 today, so if you don't know that, I would like that
25 furnished to me under oath from someone that does

1 that.

2 A. I will try.

3 COMMISSIONER SCHOENFELDER: I want those
4 things verified. I want to know how do you it.

5 A. I will try to glean that information for you.

6 COMMISSIONER SCHOENFELDER: Okay. Now, let's
7 talk about U S West's network. Let's talk about the
8 plant that's in the ground. And I don't know if you
9 can answer this one either, and you might have someone
10 that can, but I do want this to be verified. I want to
11 know how it's done. If you have plant in an area --
12 let's just say that down my block in some town -- in
13 Pierre, that you know you have some old plant there,
14 obviously a lot of U S West plant in the ground, the
15 wires in the ground are older than other places,
16 especially in the older areas, do you know the age of
17 all those, of all that network? Do you know how often
18 -- do you have any way of monitoring when that network
19 might fail, or the age of it, or when you might have
20 some problems there? Isn't there some kind of a
21 reliability test that you do electrically from the
22 central that can say this area of town is getting into
23 trouble. We need to make an investment here?

24 A. Yes. The answer to that question is yes. We
25 have monitoring systems today that can monitor the

1 condition of cables. So that, for instance, if there
2 are faults in the cables, we see those faults at some
3 monitoring station usually somewhere in Service
4 Assurance. There are other monitoring devices, for
5 instance, air pressure that we keep on cables that we
6 monitor.

7 COMMISSIONER SCHOENFELDER: That's pretty old
8 cable, isn't it?

9 A. Yeah. It's usually what we call air core
10 cable, but it still exists and it still works and we
11 still use it. In terms of monitoring the age, I
12 presume that we always know the age of a cable that's
13 laying out there. However, the age of a cable is not
14 necessarily indicative of the quality of a cable in
15 terms of functionality, so I don't think that that is a
16 key issue in terms of replacement. I think much more
17 likely is that we're looking for faults, looking for
18 records of problems, and finally deciding that that is
19 an area that needs to be fixed.

20 COMMISSIONER SCHOENFELDER: But does your
21 company rely on my reporting, saying there's a problem
22 here, or do they rely on their own network engineers
23 who should know what shape that cable is in? And I
24 don't necessarily agree with you. I don't know a heck
25 of a lot about cable, but I assume you can have one in

1 a dry area that could be very, very old and still do
2 the job; and you might have one in that is new in some
3 areas and couldn't do the job. I assume with the
4 experts your company has now and the expertise that's
5 available there, you should know that before you have a
6 problem.

7 A. I would say, Commissioner, that we generally
8 know in our business when we've got a cable that is
9 having maintenance problems, that is in the mode or in
10 the condition that it ought to be replaced, or that we
11 ought to start engineering to replace it. The answer
12 is, yes, I think we do.

13 COMMISSIONER SCHOENFELDER: Do you have an
14 engineering plan to replace that?

15 A. I can't -- I mean --

16 COMMISSIONER SCHOENFELDER: Can you have
17 someone come that can tell us how that happens?

18 A. How the program works? I suppose.

19 COMMISSIONER SCHOENFELDER: I want to know
20 what kind of a process you use to replace faulty cable,
21 what kind of forecasting you use, what kind of planning
22 you do internally to do that, to handle that, and how
23 many times you have to have a trouble report or a
24 maintenance report before you do something to
25 investigate or to fix that network. I don't know if

1 you have to investigate it, but it needs to be fixed,
2 does it not?

3 A. It does need to be fixed. We need to fix
4 those problems.

5 COMMISSIONER SCHOENFELDER: I would be very
6 interested in some of testimony along that line. You
7 said something about access to offices in your opening
8 statement. Explain that to me, please. You said South
9 Dakota has the lowest report rate of problems. The
10 ARMIS reports reflect that. And you said something
11 about access to offices.

12 A. Yes. One of the basic service measurements
13 that we have been measuring for several years is how
14 well we answer the telephones for repair and for calls
15 to our business office. That is what we refer to as
16 access to the business office and access to repair. It
17 was an issue that the staff was interested in when we
18 negotiated our agreement back in 1995. And it is one
19 of the -- both of those, access to repair, access to
20 the business office, are reports that we have been
21 furnishing to the Commission as a result of those
22 negotiations.

23 COMMISSIONER SCHOENFELDER: Does that include
24 the call being answered within 20 seconds, those type
25 of criteria?

1 A. Yes, that is exactly what it is because that
2 is exactly the way it is described is answered in 20
3 seconds.

4 COMMISSIONER SCHOENFELDER: Well, and on your
5 held orders you said you achieve 72.5 percent of them
6 and you thought 75 percent was good enough?

7 A. That was not held orders, Commissioner, that
8 was --

9 COMMISSIONER SCHOENFELDER: I thought it
10 was. I'm sorry.

11 A. If you look at my testimony, you will see
12 that is out of service trouble reports clear within 24
13 hours.

14 COMMISSIONER SCHOENFELDER: Okay. And so I
15 wrote that down under the wrong thing. I apologize for
16 that. But I think the Commission turned down those
17 service quality standards because we didn't think they
18 were high enough in this day and age.

19 A. That's what you said.

20 COMMISSIONER SCHOENFELDER: Yeah. But so why
21 are we using these for standards or criteria now
22 because the Commission said that we didn't believe
23 those were high enough standards; that you should meet
24 higher standards than that. And yet you still maintain
25 -- try to operate under this agreement with the

1 staff.

2 A. Commissioner, we're not under -- operating
3 under the agreement with the staff. It is not a legal
4 document. It was turned down by the Commission. Your
5 staff asked us to furnish those reports, and we agreed
6 to do that so that they could monitor what we and the
7 staff had agreed to. We have been furnishing those
8 dutifully throughout the period.

9 COMMISSIONER SCHOENFELDER: Okay. Is there a
10 difference in the technology between SONET and this
11 survivable ring? And if there is, can you explain it
12 to me, please?

13 A. Well, SONET is the technology that makes
14 fiberoptics work. I mean SONET are the electronics on
15 a fiber system. SONET is necessary also to provide a
16 survivable ring. SONET, not by itself, does not
17 provide a survivable ring. You need other equipment in
18 order to provide a survivable ring. But SONET is a
19 prerequisite required ingredient.

20 COMMISSIONER SCHOENFELDER: But SONET, if
21 it's deployed in the fiber ring -- and excuse me, but I
22 don't understand all the technology. If it's deployed
23 in the fiber ring, you have other uses for the SONET
24 technology other than to do the technology?

25 A. SONET is a multi-plexing device.

1 COMMISSIONER SCHOENFELDER: In other words,
2 it juices up the fiber?

3 A. No. What it does is create the channels on
4 the copper fiber, that's what it does.

5 COMMISSIONER SCHOENFELDER: Okay. And you
6 add other technology to make that a survivable ring?

7 A. That is correct.

8 COMMISSIONER SCHOENFELDER: And that is added
9 where, at the central office?

10 A. It's added throughout the ring. I'm not an
11 expert on survivable rings, but I know enough about it
12 to know that it's equipment that has to be added at
13 switch sites and also throughout the ring and repair
14 sites throughout the state.

15 COMMISSIONER SCHOENFELDER: And you did test
16 this, or you thought the one was tested because of the
17 flood this year. Have you actually done other tests?
18 Have you run other tests on those survivable rings?

19 A. Yes.

20 COMMISSIONER SCHOENFELDER: Do you have
21 people that could verify it does work before you have
22 to have it work?

23 A. Yes.

24 COMMISSIONER SCHOENFELDER: Okay. And the
25 survivable ring technology carries all switched

1 services, and I believe that you said private line was
2 not carried on that. But if I were a customer and I
3 wanted to buy from you private line, could I pay for
4 survivability if I chose to, and do you have that
5 available for people? And I would assume this would be
6 large businesses that would be interested in that.

7 A. The answer to your question is yes.

8 COMMISSIONER SCHOENFELDER: And so your
9 people that market this or contract for this makes the
10 businesses aware that they can purchase that?

11 A. Yes. And I would also say to you that the
12 people who purchase this, you're correct, they are
13 usually large businesses or large institutions are very
14 much aware in their managing of their network
15 facilities, what they need and what they wanted. So it
16 isn't, generally speaking, self-healing networks. It's
17 not something we need to go out and beat the drum to
18 sell because the people who are using it know what it's
19 about.

20 COMMISSIONER SCHOENFELDER: And they need it
21 usually.

22 A. Well, there is a surprisingly, I suppose, a
23 lot of businesses that choose for whatever reasons not
24 to do it for a variety of reasons. It's a business
25 decision.

1 COMMISSIONER SCHOENFELDER: But you do make
2 them aware that there is a price tag attached to this
3 and that -- and I know that you don't do that
4 personally. But there is a price tag attached to this
5 and the availability of the service because, frankly,
6 I've had some instances where people have called me and
7 said they didn't tell me this and I want to make sure
8 that what's going on out there is really what's
9 available.

10 A. Commissioner, I can't speak to all of the
11 contacts. You know, there may be cases where people
12 buy dedicated circuits and situations where they aren't
13 aware. I just can't speak to that.

14 COMMISSIONER SCHOENFELDER: Thank you. When
15 you spoke to the cable supplier, the shortages, that
16 sort of thing that was in some testimony, you mentioned
17 the name of someone that deals with those supply
18 issues. If we decided to, could you make that person
19 available as a witness?

20 A. I believe that the respondent to that staff
21 data request was Teresa Pina, and I don't know whether
22 we can fly her in here to do that.

23 COMMISSIONER SCHOENFELDER: I wouldn't ask
24 for it today, but I might want that at a future date as
25 part of this record.

1 A. Okay.

2 COMMISSIONER SCHOENFELDER: Also, someone who
3 did the maintenance on those battery systems and how
4 it's done, and you mentioned the network person in
5 Mitchell.

6 A. Yes.

7 COMMISSIONER SCHOENFELDER: I would be
8 interested in that type of testimony also. Other than
9 that, that's all I have at this time. Thank you.

10 MS. CREMER: It's my understanding that the
11 other two Commissioners have a number of questions, so
12 I think we'll take a break at this time.

13 A. Thank you.

14 (AT THIS TIME A SHORT RECESS WAS TAKEN.)

15 MS. CREMER: We'll go back on the record.

16 CHAIRMAN BURG: Okay. I just have a few
17 questions. What is the total amount of increase that's
18 allowed in the second phase?

19 A. Well, the total amount that was prescribed in
20 the agreement was \$2.10 for residents and I believe it
21 was just the 90 cents for the Touchtone increment for
22 business.

23 CHAIRMAN BURG: Just the 90 cents?

24 A. Yes. And just to clarify that, in the Sioux
25 Falls case the \$2.10 would take us over the ceiling of

1 \$19.35, and so that one is even chopped at the top.

2 CHAIRMAN BURG: And of that \$2.10, what was
3 the figure for residential Touchtone?

4 A. 60. Well, 60 cents of the two cents. It's
5 \$1.50 plus 60 cents.

6 CHAIRMAN BURG: Even though I realize that
7 the Commission did not accept the service quality
8 standard stipulation that the staff and U S West worked
9 out; however, the staff has spent a lot of time talking
10 about those standards and making those as benchmarks, I
11 guess I would call it. Using those standards, do you
12 know what that \$2.10 would have been reduced by? In
13 other words, what was not met in those standards that
14 were established? Did anybody calculate?

15 A. To be really honest with you, I didn't keep
16 track of that until I read Mr. Best's testimony. And I
17 always knew that Harlan would do that anyway, and he
18 came through for us. And as I recall, when I did last
19 Saturday read through his testimony, I construed it was
20 around \$1.30 of \$1.50 by that old agreement.

21 CHAIRMAN BURG: I'll ask him that, too,
22 because I did not remember seeing a specific figure.

23 A. There was not a specific figure. It was by
24 month.

25 CHAIRMAN BURG: What was your total gain on

265

1 sales from the use sales docket? I think that's
2 94-122.

3 A. Well, now that we've almost got all of them
4 turned over, except for the three that are still in
5 litigation, it would be something less. As I recall,
6 the total was very close at 25 million dollars after
7 tax gain on sale, and so I would guess that's
8 diminished a little bit because we haven't turned over
9 those three properties yet.

10 CHAIRMAN BURG: And in South Dakota you were
11 able to retain all those gain on sales; is that
12 correct? You were able -- you know, they were all --
13 the company was able to keep all the gain on sales?

14 A. That was part of the approval of the sale.

15 CHAIRMAN BURG: Is that true in all of the
16 states where you had sales? In any states did you have
17 to invest or recover or not be able to retain all the
18 gain on sales?

19 A. My remembrance was there were a couple states
20 that agreed to spend the 25 million dollars to gain
21 approval for the sale.

22 CHAIRMAN BURG: Was that any part of the
23 agreements in South Dakota that any of the gain on sale
24 would be reinvested?

25 A. No, because in -- and part of the reason for

1 that was because of the issue of what the value of the
2 sale was to the owners of the business. And it was our
3 belief that even though there was a net gain based on
4 the actual plant value, or the net plant value, that in
5 terms of the actual value of the property, it was --
6 the sale was very fairly marginal in terms of the worth
7 whether or not it was worth more to the shareowner to
8 keep the property or to sell it. It was a marginal
9 sale.

10 CHAIRMAN BURG: So just to reiterate, the
11 part that was considered gain on sale, none of that was
12 agreed to be reinvested as part of the agreement?

13 A. As part of the -- there was no agreement
14 relative to the sale. I mean we simply asked for
15 approval to sell those exchanges.

16 CHAIRMAN BURG: Well, I suppose then the
17 question is to gain approval there was no commitment
18 for any reinvestment of the gain?

19 A. That is correct.

20 CHAIRMAN BURG: Okay. In the two-party and
21 four-party line replacements which is part of your
22 Investment Plan, in that, if I recall, is that required
23 to be done by year 2000, or is this later than that?

24 A. The entire plan is to be completed by the end
25 of year 2000.

1 CHAIRMAN BURG: And the total phasing out of
2 all two-party plus lines is not required until that
3 final 2000 date?

4 A. That would be true.

5 CHAIRMAN BURG: How are you going about doing
6 that in the interim? You know, are you picking certain
7 areas that are doing it?

8 A. Yes. And in answer to that, I think the best
9 way to answer that is we've gone to the areas -- for
10 instance, we started with Aberdeen in 1996 because that
11 was the area that had the largest number of two- and
12 four-party customers who we literally did not have the
13 facilities to cut over to single party.

14 CHAIRMAN BURG: What about, you know,
15 isolated incidents people requested? Are you telling
16 them you're not required to do that until year 2000 or
17 not? Are you honoring where there's a request?

18 A. Well, when there's a request it becomes held,
19 what we call a held order. In other words, if a
20 customer asks for single party service and we don't
21 have the facilities -- let's say they're a two-party
22 customer and they want a single party, that becomes a
23 held order.

24 CHAIRMAN BURG: Well, I guess I'm looking at
25 a specific incident that I was approached about, not as

1 an official complaint. We have not entered it as a
2 complaint. But somebody said that they had been asking
3 to eliminate a two-party situation and get single party
4 line and they were told it would cost \$2,000 or
5 something in that vicinity, if I remember right,
6 because it is a rural area. And then the last time
7 they contacted they said, well, if you wait two years
8 or until 2000 or something, then we won't have to pay.
9 I'm wondering if that's the policy, or knowing that
10 you're going to have to do it anyway, if they're
11 honoring any of those.

12 A. Well, I'm not exactly sure. If you want to
13 give me the specific instance afterwards, we could
14 pursue it. In some cases it could avoid an excess
15 construction charge for somebody if they wait until we
16 put those facilities in.

17 CHAIRMAN BURG: I guess are you saying are
18 you forcing them to wait until the last minute in order
19 to avoid it, or are you saying we're going to make that
20 investment anyway, why not do it now?

21 A. Commissioner, I think we're trying to. I
22 think truly we're trying to get the biggest bang for
23 the buck in terms of saying caring for the significant
24 problems of pockets first with the plan.

25 CHAIRMAN BURG: You indicated -- and this was

1 something that I was not aware of before now; I
2 probably should have been -- ISDN will only reach three
3 or four miles from the central exchange; is that
4 correct?

5 A. That's correct.

6 CHAIRMAN BURG: Do you not have situations in
7 Sioux Falls where some of the businesses within the
8 city might be outside that?

9 A. It's possible. But, you know, it's probably
10 fairly marginal, but it's conceivable. The other thing
11 that -- you can provide ISDN if you beef up the
12 facilities. If you provide a different type of
13 facility, you can extend it beyond three or four
14 miles. But under normal copper plant, which is what's
15 out there for everybody today, the limitation, as I
16 understand it, and I've -- you can ask Mr. Wegman that
17 question when he gets on the stand. I think he
18 probably knows the answer to that too. But my
19 understanding three miles is the limit for copper, and
20 you can get it out to four in some special situations.

21 CHAIRMAN BURG: Well, I'm not questioning
22 that. But I'm just saying do we not need to develop a
23 policy how to serve those people that are beyond three
24 to four miles especially as we get into the heavily
25 populated areas where you have a school situation or

1 something?

2 A. When you talk about developing a policy,
3 we're talking here about technology. Technology is not
4 a policy. I mean the technology of ISDN, which is
5 described in the legislation is a technology that has
6 this inherent shortcoming.

7 CHAIRMAN BURG: So what you're saying is
8 rather than doing an extra way to do it, we ought to
9 use a different technology to reach those people?

10 A. I'm not saying that at all. I'm simply
11 identifying there are limitations to ISDN. That's all
12 I'm trying to -- I don't want anybody to be
13 disillusioned into believing, or deluded into believing
14 you can order ISDN 18 miles from a central office
15 without doing some extraordinary things.

16 CHAIRMAN BURG: I understand that. When
17 we're saying ISDN is available everywhere, what are we
18 saying to make sure that's a true statement?

19 A. We're saying ISDN is available where -- I
20 think people talk about it somewhat liberally and
21 loosely. If you look in the catalog for U S West, you
22 will see that the limitation is very clearly spelled
23 out in there of what the limitations on for ISDN are
24 very clearly.

25 CHAIRMAN BURG: Then in response to

1 Commissioner Schoenfelder's question of whether you
2 have met that statutory requirement now, and you
3 basically said yes, that would not really be true then
4 because I would assume that statutory requirement means
5 that everybody is treated the same.

6 A. I believe that there are some ways that if
7 somebody that lives 18 miles from the central office or
8 ten miles from a central office demands ISDN or wants
9 it, I believe there are probably some ways to provide
10 that. In other words, if you put a digital carrier
11 system in, for instance, a digital system of some kind
12 so that you didn't have the inherent analog
13 limitations, I believe you could do that. So I suppose
14 in the strict sense I think that the legislation talks
15 about it being available. That doesn't mean that
16 everybody is going to have it automatically. It means
17 that it's available. Which means if somebody wants it,
18 the possibility exists to get it out there. I can
19 assure you that there are a lot of other telephone
20 companies in South Dakota and any other place that are
21 going to have a heck of a lot greater problem with this
22 than we are.

23 CHAIRMAN BURG: I agree, but I want to make
24 sure we're clear here. I guess that's all I have for
25 right now.

1 COMMISSIONER NELSON: Mr. Lehner, in
2 summarizing your testimony it seems to me that you said
3 basically that -- I think in the very end I think
4 you've said, "We have done our part and now the
5 Commission needs to do theirs."

6 A. Yes.

7 COMMISSIONER NELSON: Are you basically
8 saying that you think that the Commission -- you used
9 in your testimony to support your rationale for giving
10 your increase that you've made, you're on your way to
11 making your 25 million dollar investment in the
12 infrastructure. That the Commission -- you have lived
13 up to the standards that, you know, basically that a
14 certain standard that you found in discussion with our
15 staff was acceptable. And that's basically the essence
16 of why you think we should grant your increase?

17 A. Not at all.

18 COMMISSIONER NELSON: Well, then, tell me
19 where I'm erring.

20 A. I would like to. The agreement that we
21 brought before this Commission was that we would invest
22 in a plan that the Commission staff had negotiated with
23 us for that called for an investment of roughly 25
24 million dollars. That was our part of the deal. The
25 other part of the deal was to allow us to increase our

1 local rates toward costs over a three-phase plan. That
2 was the quid pro quo, if you will. The issue of the
3 service quality standards was an issue that was brought
4 in by this Commission at that time and then ultimately
5 rejected by the Commission. And the fact that in their
6 order they said that they were going to review service
7 quality was nothing that we had any part of in the
8 agreement. It was simply in the Order. The agreement
9 was a two-part agreement, Investment Plan phased in
10 rate increase. And what I was trying to say is we have
11 more than fulfilled our part of that deal.

12 COMMISSIONER NELSON: I guess I would ask
13 this then: In your testimony you described kind of the
14 history of the 121 agreement. And since that was prior
15 to me, I guess I need to know a little bit. Maybe you
16 can tell me about it. You have indicated in discussion
17 with our staff you called for U S West to invest this
18 25 million dollars in new services and network
19 enhancements, and then you also indicate that U S West
20 in return would be allowed to increase its residential
21 rates in three phases. Is that right?

22 A. That's correct.

23 COMMISSIONER NELSON: Okay. Can you point to
24 any language in the Stipulation and the Agreement with
25 the staff where there is specific language that

1 specifically provides for the price ceiling; that the
2 price ceiling was to be allowed in return for the U S
3 West investment in the plan?

4 A. Well, that was what the stipulation --

5 COMMISSIONER NELSON: Can you tell me where
6 in the Stipulation and the Agreement where I can find
7 that, because it's possible that I'm not as familiar
8 with it as the rest of the people in this room. But I
9 couldn't find it, so if you could tell me in your
10 testimony, because that's the heart of your testimony.
11 Where in the Stipulation and the Agreement can I find
12 that?

13 A. Can I have a moment, please?

14 COMMISSIONER NELSON: Oh, absolutely. I'm
15 still looking for something in there myself I can't
16 find.

17 A. In the Agreement in the docket TC94-121, this
18 is the stipulation between staff and U S West. Do you
19 have a copy of that?

20 COMMISSIONER NELSON: Yeah, I think I do. Do
21 we have a page? Where are you?

22 A. I'm on page five. I'm starting on the bottom
23 of page five where it talks about -- maybe paragraph 13
24 A it starts talking about the price increases.

25 COMMISSIONER NELSON: You're saying Exhibit

1 B, right, 13 A, is that what you said?

2 A. I pulled this separately to bring it along,
3 so I presume it's -- I don't think that the actual
4 stipulation is part of -- it is not an exhibit in my
5 testimony that you're asking about. I don't think it
6 is.

7 COMMISSIONER NELSON: Is the answer then to
8 my question that nowhere in your prefiled testimony can
9 you show me where that is?

10 A. In my prefiled testimony?

11 COMMISSIONER NELSON: Because isn't that what
12 the record is based on?

13 A. I think the record is based on -- well, I'm
14 not a lawyer, so I'll let Mr. Heaston answer your
15 question. But you're asking questions about the
16 original agreement, which is part of the docket
17 TC94-121, which is what this docket is basically an
18 extension of.

19 COMMISSIONER NELSON: But in your testimony
20 you talk about the Stipulation and the Agreement and
21 your entitlement based on the plan to get the
22 increase.

23 A. Correct.

24 COMMISSIONER NELSON: And I'm saying all I
25 want to know is where I can go to find that.

1 A. In the Stipulation and Agreement that the
2 Commission approved in the TC94-121 case.

3 COMMISSIONER NELSON: Are you saying, though,
4 it's not -- you haven't so far presented it as evidence
5 in this case?

6 A. I don't know that I have. I don't think it
7 is in the record.

8 MR. HEASTON: Mr. Chairman, if you look at
9 the Order approving the stipulation, which is Exhibit C
10 to Mr. Lehner's testimony, it's referenced as on page
11 two of that, offered as Exhibit A. I'm sorry, that's
12 not the one. The original -- you adopted the original
13 stipulation so it's part of the Commission's Order. It
14 may not be attached, but it's certainly a part of the
15 Order. And if it needs to be added to the record, then
16 I would request that the Commission take official or
17 judicial notice of its Order and the Stipulation which
18 it approved by that Order.

19 MS. CREMER: I believe it's found in the
20 ordering clause that it is incorporated into the Order.

21 COMMISSIONER NELSON: Can somebody tell me
22 exactly where we look?

23 MS. CREMER: Page seven.

24 COMMISSIONER NELSON: So Exhibit C, page
25 seven?

1 MS. CREMER: Right.

2 COMMISSIONER NELSON: I'm not going to spend
3 all day looking through this testimony, but I want an
4 answer to the question and one I can use. And since
5 all of you are more experienced than I am, we're going
6 to have to get this to a simple level for me. So the
7 answer to my question is what?

8 A. I think I'm the one that needs to answer
9 that, not Mr. Heaston. And in the Agreement that was
10 approved by --

11 COMMISSIONER NELSON: Well, he intervened so
12 I thought he had taken over.

13 A. In the Agreement that was approved by the
14 Commission, the Agreement that I refer to in my
15 testimony, if you look -- if you have a copy of that,
16 on the bottom of page five where it starts, paragraph
17 13, and starts to describe the pricing part of the
18 Agreement and it talks about the first increase, and
19 then it talks in paragraph B on page six about the
20 second increase 18 months later.

21 COMMISSIONER NELSON: So I'm a little slow
22 here. Tell me one more time exactly where I'm supposed
23 to find this.

24 A. This is the Agreement that was approved.

25 COMMISSIONER NELSON: But is it or not part

1 of this testimony? Because, Jon, that's the only thing
2 I'm looking at right now.

3 A. The Agreement was not attached as an exhibit
4 to my testimony. It was not attached.

5 COMMISSIONER NELSON: So really I should go
6 look outside this record then for this information;
7 right? Is that what you are now telling me?

8 MR. HEASTON: That's my point is that it is
9 actually a part of this record because it is part of
10 Commission's Order in 94-122. It's not attached to his
11 exhibit, but do we have a copy of the stipulation I can
12 give to the Commissioner other than Jon's copy.

13 COMMISSIONER NELSON: That's all right. I
14 was just thinking it was in here, and I wanted to be
15 able to document it. Okay, Karen has it where it is so
16 we'll find it.

17 CHAIRMAN BURG: But your question is still,
18 is it not, is there a specific statement in there
19 saying that the two are tied together?

20 COMMISSIONER NELSON: Right. That's what I'm
21 trying to --

22 A. I'm sorry, what is your question?

23 COMMISSIONER NELSON: Whether or not there is
24 specific language in there that says exactly what
25 you're maintaining that you're following the plan was

1 the reason you should get the increase.

2 A. I'm sorry.

3 COMMISSIONER NELSON: I don't think you
4 answered my question. And then I guess we'll go on to
5 who drafted the Stipulation and the Agreement.

6 A. Well, I thought your question was where in
7 the documents affecting this case is it spelled out
8 that these rate increases are to occur. I thought
9 that's what your question was. Maybe I misread you.

10 COMMISSIONER NELSON: It is my question. And
11 I just want to be able to find it later. I'm not going
12 to read it now anyways.

13 A. In the Agreement that was approved, the
14 actual Agreement between parties, starting on paragraph
15 13, on the bottom of page five, starts to detail the
16 price plan and talks about the first and the second
17 increase.

18 COMMISSIONER NELSON: And who drafted the
19 Stipulation and the Agreement?

20 A. Who drafted it? I imagine probably Rolayne
21 and Bill did.

22 COMMISSIONER NELSON: Well, probably -- if
23 you don't know the answer, does anyone?

24 MS. WIEST: I can't testify.

25 COMMISSIONER NELSON: You did?

1 MS. WIEST: I can't testify.

2 A. The attorneys for staff and U S West drafted
3 this Agreement.

4 COMMISSIONER NELSON: Attorneys and staff?
5 Our attorneys?

6 A. Yes.

7 COMMISSIONER NELSON: On page four of your
8 prefiled testimony you discussed in detail the
9 discussions that you have with our staff about the
10 service standards; is that right?

11 A. Yes.

12 COMMISSIONER NELSON: Is it also true that
13 the Investment Plan, when it was discussed, was a
14 remedy for shortcomings as the staff saw them?

15 A. Well, it depends, I guess, on your definition
16 of shortcomings. When we started the negotiations, the
17 staff brought to the table some issues that they wanted
18 to be resolved as part of the agreement. And these
19 were issues like, for instance, providing CLASS or
20 Caller ID services and Internet access. Those were the
21 two that I more specifically that I remember the staff
22 was very, very interested in. There were some others
23 also but --

24 COMMISSIONER NELSON: But you don't remember
25 what the others were?

1 A. Well, they are -- in the end they were what
2 we have as the Investment Plan. All of these pieces
3 were basically what the staff agreed that they wanted.

4 COMMISSIONER NELSON: So then the answer to
5 my question is yes; right?

6 A. The answer to your question is, yes, that
7 this -- it remedied staff's problems. The issue was
8 that in negotiations staff brought things to the table
9 that they wanted. We sought to remedy that. That was
10 what the deal was about.

11 COMMISSIONER NELSON: Right, okay. Then I'll
12 take that to mean the answer to my question is yes. Do
13 you have a problem with that?

14 A. Well, I guess I'm only concerned,
15 Commissioner, if you're trying to say that the
16 agreement was to remedy problems that relate to service
17 quality, because I wouldn't agree with that. In fact,
18 one of the big issues was that during the negotiations,
19 and I think even with the Commission, was that the
20 Investment Plan involved investments for things in the
21 network that we didn't plan to do otherwise. To remedy
22 problems like held orders or whatever was not part of
23 this, or any repair problems was not any part of this
24 deal. And we agreed up front that those problems and
25 those situations relative to repair or held order

1 problems were things that we had a responsibility to
2 fix irrespective of the Investment Plan.

3 COMMISSIONER NELSON: Would you say that you
4 discussed with our staff at that time any other sources
5 of funding for the Investment Plan?

6 A. Other sources than U S West?

7 COMMISSIONER NELSON: The rate increase.

8 A. I'm not exactly sure where you're going with
9 that, but basically what we told the staff in the
10 negotiations was that our willingness to invest roughly
11 25 million dollars in all of these pieces of the plan
12 were conditional on being able to generate those rates.

13 COMMISSIONER NELSON: And so is the answer to
14 the question, no, you didn't discuss any other possible
15 ways or sources of revenue to fund your Investment
16 Plan?

17 A. I am not aware there was any other discussion
18 other than through the rates.

19 COMMISSIONER NELSON: You mentioned someone
20 else. I think Commissioner Burg asked the question
21 about -- or someone asked the question about how much
22 money you gain from the sale of your exchanges.

23 A. Yes.

24 COMMISSIONER NELSON: Do you agree that would
25 be another source of revenue to pay for part of your

1 Investment Plan?

2 A. Well, the shareowners' money is always a
3 source of revenue. That's how we make all of our
4 investments from the shareowners' investment. The
5 capital that our shareowners' make available is what we
6 use to provide this, along with the investments that we
7 make every day in South Dakota.

8 COMMISSIONER NELSON: So you would agree that
9 by the money that you gained in the sale of the
10 exchanges would be a significant source of capital for
11 U S West --

12 A. No, I would not.

13 COMMISSIONER NELSON: -- to make
14 improvements?

15 A. Mr. Burg asked that question earlier. I
16 think he was driving to the issue of the gain on sale.
17 And that money, that gain on the sale, was shareowner
18 money. And we made it very clear from the beginning
19 that we were not willing or not going to invest that
20 gain on the sale as a condition for getting approval.
21 We said that if that is a condition for approval, then
22 we are not going to sell these exchanges. We made that
23 very clear up front.

24 COMMISSIONER NELSON: So you made it very
25 clear that you would not make the Investment Plan based

284

1 on the retaining the gain of your sales?

2 A. Whether the gain on the sales or if the
3 revenue that is produced from the operation of our
4 business, ultimately the profits of the business,
5 belong to the shareowners of the business, and it is
6 they who then furnish the capital to reinvest in the
7 business. And when we agreed to the 25 million dollars
8 in this Investment Plan, we, in essence, got the
9 shareowners to invest in this to make this investment
10 in return for the rate increases that are part of the
11 agreement.

12 COMMISSIONER NELSON: Is it your testimony
13 that there would be no double recovery for the
14 Investment Plan by the reason of U S West being able to
15 retain the gain of the sale and the increase?

16 A. I'm not sure where you're at with double
17 recovery. But the gain on the sale, at least in my
18 opinion, is shareowner equity. It is what they
19 invested in South Dakota. They made the risk and then
20 they sold the property and there was a gain on the
21 sale. That money belongs to the shareowner.

22 COMMISSIONER NELSON: In your prefiled
23 testimony you summarized the several service
24 categories, basically, performance in 1996. Am I
25 correct that these are for the most part based on

285

1 standards that the Commission specifically rejected in
2 1996?

3 A. Well, the agreement that the Commission
4 rejected in the latter part of 1995, the so-called
5 standards was all that we had to monitor. However, in
6 my testimony I did not simply talk about those. I used
7 those as part of my argument that to say that service
8 has improved. I did that because that was what staff
9 was interested in. I also used other things.

10 COMMISSIONER NELSON: Jon, I'd like the
11 questions I ask them better than the way you ask them,
12 so I want the answer to my question, not the rephrased
13 version that you have.

14 A. I'm sorry.

15 COMMISSIONER NELSON: So my question is in
16 your prefiled testimony, your summary several service
17 categories, the performance in 1996. And am I correct
18 that these are for the most part what you -- the
19 services that were paid on standards the Commission
20 specifically rejected in 1996?

21 A. My discussion includes what was rejected,
22 yes.

23 COMMISSIONER NELSON: Okay. Thank you. And
24 on page 15 of your testimony you talk about a problem
25 -- let's see which one it is. Oh, we're talking about

1 the Junius complaint. Is it true that you agree that
2 there was really no record of the 1995 service of the
3 battery in Junius?

4 A. My understanding is that there was no record.

5 COMMISSIONER NELSON: Okay. In your
6 testimony you say that "the complaint involved a
7 battery system that failed during the commercial power
8 failure caused by one of the blizzards in 1996/1997."
9 And you go on to say, "While these incidents were
10 serious, affecting customers involved, they were
11 relatively isolated occurrences and are not necessarily
12 indicative of the good service that the overwhelming
13 majority of U S West customers receive" better service
14 than that. Have you ever considered in situations like
15 that battery out there that perhaps you ought to have a
16 generator?

17 A. Well, we do have generators that are
18 available but --

19 COMMISSIONER NELSON: So you have a backup
20 generator to your battery?

21 A. We do have backup generators, but the
22 generators are not available at each one of these
23 sites. They are not available probably for several
24 reasons, one of which is that somebody has to hook them
25 up to physically start them and to adjust this.

1 COMMISSIONER NELSON: Where are they located?

2 A. I believe in the Madison case they have at
3 least one or two of them in the central office at the
4 maintenance headquarters.

5 COMMISSIONER NELSON: Is that in Sioux Falls
6 or where is it?

7 A. In Madison.

8 COMMISSIONER NELSON: How come the outage
9 took 36 hours?

10 A. Well, that is how long commercial power was
11 out. And, as I understand it, during that time there
12 was nothing happening anywhere. I mean people -- the
13 power company literally was kept from going out to fix
14 the problems; and, naturally, so was U S West.

15 COMMISSIONER NELSON: Okay. And in your
16 testimony we also discussed a little earlier the
17 shortage of cable that you have. Do you still have the
18 shortage of cable problem?

19 A. My understanding that was a problem in 1995.
20 That did not recur in 1996.

21 COMMISSIONER NELSON: Was the Feickert case
22 in 1996?

23 A. Actually, it was over the winter of '95 and
24 '96. I think the order was actually due in February,
25 late February of '96.

1 COMMISSIONER NELSON: And we got it in in
2 June; right?

3 A. That's correct.

4 COMMISSIONER NELSON: And isn't it correct
5 that cable shortage was one of the major problems
6 identified in the Feickert case?

7 A. I don't think it was a cable shortage. I
8 think, as I recall in the testimony, at the time there
9 was -- one of the issues was that ultimately when the
10 design was done, that cable had to be ordered, but
11 that's because cable was always ordered. Today it's
12 ordered even though there is no cable shortage in the
13 system. We always order our cables at the time that
14 they're needed as opposed to having them laying out on
15 site.

16 COMMISSIONER NELSON: Since you responded --
17 I think Commissioner Schoenfelder maybe asked something
18 about this cable shortage too. You responded that you
19 really didn't know about what you've done or how you've
20 remedied the problem. So could we get someone in here
21 that actually does knows that so we could get testimony
22 under oath about who does know what happened and why?

23 A. What happened and why relative to?

24 COMMISSIONER NELSON: Why there's the
25 shortage, what you've done about it. You said you

1 didn't really know. You couldn't testify to that
2 because you don't really know that. Isn't that what
3 you said, I thought?

4 A. Yes. What I said is that in doing the
5 investigation around that question that came from
6 staff, which was supplied by Teresa Pina, as I recall,
7 what I understood was that there was a cable shortage
8 problem in 1995. That's reflected in our answer. I
9 understand also from her that the problem there was not
10 a cable shortage problem in 1996 in our business or
11 anywhere else.

12 COMMISSIONER NELSON: But that is basically
13 your relying on Teresa's information?

14 A. Yes.

15 COMMISSIONER NELSON: Is Teresa the one that
16 knows these things?

17 A. Well, she's the one that answered the
18 question. That's why I guess the answer is --

19 COMMISSIONER NELSON: So if we really want
20 that kind of testimony, would she be available?

21 MR. HEASTON: She wouldn't be available
22 today, obviously. And the way the planes run to Pierre
23 these days with United Express being out, it's very
24 difficult to get here. We can provide that in a sworn
25 affidavit if you want.

1 COMMISSIONER NELSON: But then we couldn't
2 ask questions.

3 COMMISSIONER SCHOENFELDER: I think I asked
4 that she be brought in. Excuse me, I honestly do not
5 want late-filed exhibits. I honestly want someone here
6 I can ask questions of. That would be my preference in
7 this case. So we'll keep the record open until you can
8 get those people in.

9 COMMISSIONER NELSON: My purpose, I guess,
10 for asking the question was it was kind of left in the
11 air and I wanted to make sure that it was followed up
12 and clear that somebody is going to be here to explain
13 this.

14 MR. HEASTON: Well, I guess it's agreed we
15 will get her here, but when do you want her here?

16 COMMISSIONER NELSON: I guess that would be
17 dependent upon how this proceeding progresses today.

18 MS. CREMER: We can make that decision.

19 MR. HEASTON: Should I call now and get her
20 moving this way? Is it our anticipation that we will
21 do this tomorrow, then, with her if we can get her in
22 tonight?

23 COMMISSIONER SCHOENFELDER: And I was going
24 to wait until the end of the hearing if I knew how many
25 of these more questions I had. It would be my decision

1 or my desire that the record be left open and so that I
2 could have the transcript that's prepared today and
3 tomorrow, or however much time it takes to review, and
4 then I would ask that you make those people available
5 so if we had further questions. That would be my
6 preference. So it might be continuation of this
7 hearing for a week or two is what I would prefer. That
8 would be my preference. I don't know how the other
9 Commissioners feel.

10 COMMISSIONER NELSON: That would be agreeable
11 with me.

12 MR. HEASTON: Okay.

13 COMMISSIONER NELSON: Back to your testimony,
14 Jon. In your testimony you also talked about some
15 information that was in an ARMIS report and it dealt
16 with the rate, the report rates in the ARMIS data. And
17 you said you had one of the best in the country. Or is
18 that in -- maybe I misunderstood. Maybe it was U S
19 West.

20 A. Well, what I said is that U S West, in terms
21 of report rate per hundred, which is the way that it's
22 calculated, has one of the lowest report rates of the
23 14 states. I looked at ARMIS reports, which is -- you
24 have those in your office, too, that are reported to
25 the FCC. And I am aware that when I look at South

1 Dakota's report rate versus what the other RBOC's
2 report to the FCC in the ARMIS reports, our report rate
3 is very, very good.

4 COMMISSIONER NELSON: So you are comparing
5 yours to other RBOC's; right?

6 A. Yes.

7 COMMISSIONER NELSON: Is the data gathering
8 system that's on the ARMIS reports, is it all gathered
9 the same way? Do you all do the same data? Do you
10 report your data? I mean so do we know that we're
11 comparing apples and apples when you say you look at
12 the ARMIS report, or could they have used a different
13 way of gathering their data? Is it reached a different
14 kind of conclusion than you did?

15 A. Commissioner, I'm not an expert on ARMIS
16 reporting that. I do understand, from talking to some
17 of the people who are familiar with ARMIS, that one of
18 the inherent problems with ARMIS reporting is that
19 apparently there are some disagreements about how it's
20 reported by the different RBOC's. So I don't know the
21 answer, whether or not there is a definitive hard and
22 fast standard that everybody -- I don't know. All I
23 know is the reports that I have seen in ARMIS.

24 COMMISSIONER NELSON: Some of these questions
25 might seem a little simple for you, but if you don't

1 know, I really have less experience than you do, so I
2 really don't know the answer to the question. So I was
3 curious. And I guess my answer really is that they may
4 not be comparing apples to apples; right?

5 A. They may not be. I don't know. I guess
6 that's a question that the FCC probably can answer.

7 COMMISSIONER NELSON: Okay. I think that's
8 about all the questions I have for Jon.

9 CHAIRMAN BURG: I have one.

10 COMMISSIONER SCHOENFELDER: I have one, too,
11 when he's done.

12 CHAIRMAN BURG: The only one I have is, Jon,
13 you indicated in your testimony, in your statement
14 earlier, that if you did not get the increase, you
15 would not be able to go ahead with the Investment
16 Plan. Is that accurate? Or is that about what you
17 said?

18 A. That's very accurate.

19 CHAIRMAN BURG: Okay. And, of course, I
20 guess I'm looking at what is the deal breaker? Because
21 you indicated if we would have followed the standards
22 that you had, you thought it would be about \$1.30, that
23 we would get -- if given the standards, I guess my
24 question is, is that a deal breaker? What did you mean
25 by that? At what point -- at what level of increase

1 would you not be able to continue the Investment Plan?

2 A. I can't answer that.

3 CHAIRMAN BURG: But it's just general if you
4 did not have some portion of that?

5 A. I'm not saying portion. I'm saying what the
6 deal was it was an agreement. It was an agreement
7 between the parties.

8 CHAIRMAN BURG: I realize it was an
9 agreement, but there was also a stipulation if you
10 didn't meet certain standards you'd gotten some peeled
11 off from that agreement which was not adopted.

12 A. That's correct.

13 CHAIRMAN BURG: But we recognized it at
14 hearing those standards were going to be part of an
15 evaluation of how much the increase was.

16 A. Well, but on the other hand, I guess
17 everybody in front of me here has made it fairly clear
18 that the Commission did not consider that to be because
19 they rejected it so --

20 CHAIRMAN BURG: Well, we rejected it, but we
21 didn't say there would be any service quality standards
22 considered for this. We said that we will look at what
23 the service quality is and based upon that.

24 A. That's correct.

25 CHAIRMAN BURG: I guess I was looking for

1 more information, at what level. Because are you
2 indicating, then, that if the \$1.30 were adopted, that
3 that would not be adequate?

4 A. I am not indicating that. I've not -- I'm
5 not able to answer your question if you're asking for a
6 negotiation of what the amount is.

7 COMMISSIONER SCHOENFELDER: Mr. Lehner, I
8 have one other question about ARMIS data, because I
9 really don't know. And in several cases that I'm aware
10 of nationally and before the FCC, ARMIS data has been
11 challenged. And we at the state level usually say this
12 is ARMIS data and that's considered acceptable. Who
13 verifies that and is that ever audited in U S West, to
14 your knowledge? I don't care about the other RBOC's.
15 I just care about U S West.

16 A. I honestly don't know how we furnish
17 information to the FCC. If your question is do we --
18 is there some kind of audit process before we ship it
19 out, I don't know the answer to that.

20 COMMISSIONER SCHOENFELDER: I wonder if the
21 FCC ever audits the ARMIS data, or is it a
22 self-reporting mechanism, that it's accepted standard
23 and everybody abides by it and now they're beginning to
24 question that? I guess I want to know. I don't know
25 that much about ARMIS data. And I will ask Harlan when

1 he gets on the stand also, but I'm just curious as to
2 whether that's ever verified by someone other than U S
3 West and how it's verified.

4 A. I don't know. I don't know whether the FCC
5 or the staff does any verification. I think the issue
6 more than verification is one of understanding or
7 interpreting what is asked by the FCC. As the staff
8 and U S West has very painfully found out during our
9 negotiations on so many of these issues, it is not so
10 simple as just to say this isn't the result. What you
11 find out as you start to dig into each one of these
12 categories is that it's a very complicated set of
13 parameters that go in. And unless everybody is singing
14 to the same sheet of music, it's very conceivable that
15 one company would submit answers or data to the FCC
16 reports that use different parameters than another.
17 And I think that is where there have been some
18 suggestions that maybe what one company furnishes to
19 the FCC doesn't necessarily match what another company
20 is furnishing to the FCC.

21 COMMISSIONER SCHOENFELDER: Would it not also
22 be true -- and probably not necessarily true in this
23 docket, but in some dockets that with the new Act and
24 that sort of thing, that things that have been accepted
25 standards and procedures before, it may be challenged

1 in other areas and that ARMIS is one of those?

2 A. I'm sure you're right about that.

3 COMMISSIONER SCHOENFELDER: Thank you.

4 COMMISSIONER NELSON: I have two more
5 questions I thought of. Commissioner Schoenfelder also
6 got back to these standards. And you're not saying
7 that you don't believe that quality of service was
8 standard review was going -- reviewing your quality of
9 service was going to not -- you're not trying to
10 convince me that reviewing your quality of service
11 wasn't going to have something to do with your second
12 part of your phased-in rate increases, do you?

13 A. Absolutely not. It was made very clear in
14 the Commission's Order.

15 COMMISSIONER NELSON: Thank you.

16 MS. CREMER: Mr. Lehner, in 121, 94-121, you
17 listed four reasons for poor service on behalf of U S
18 West. And those were recentering, growth, cable
19 shortages, and missed commitments. In your opinion,
20 have those reasons for poor service been corrected?

21 A. Well, you have better -- you have an unfair
22 advantage because you're looking at something that --

23 MS. CREMER: I read the transcript.

24 A. Yeah. I would say the answer is that, yes,
25 the problems that I was describing in my testimony.

1 particularly on the recentering, which I think was the
2 first one that you mentioned, had clearly played a
3 significant role in the problems that we had in 1993
4 and '94 and on into '95; that we're finally in '95/'96
5 and now getting into a stabilized environment where we
6 can operate without the upheaval that took place during
7 that time. So clearly that has been a great help. The
8 cable shortage, we talked. What are the other two
9 again?

10 MS. CREMER: One was growth. And are you
11 forecasting that better, or growth is slower?

12 A. I think the growth issue goes back to our
13 ability probably to handle the forecasting and
14 anticipating growth better today than we did obviously
15 two years ago. But growth still continues today, and
16 growth is going to be a problem for us as long as
17 people continue to migrate into South Dakota,
18 particularly into some of the cities like Sioux Falls
19 and the Black Hills. It's always going to be a
20 problem, but I think we have a better handle on it
21 today than we did two years ago.

22 MS. CREMER: What is it that you did to get a
23 handle on it?

24 A. The handle is when I talked about the
25 stabilization of the re-engineering process, I mean we

1 finally have centers and people and engineers and
2 managers who have been in their jobs and were staffed,
3 and have the expertise and able to do what they're
4 supposed to do.

5 MS. CREMER: And then the fourth area was
6 missed commitments.

7 A. Well, I was -- I'm trying to think whether
8 the missed commitments we're referring to -- not going
9 back to all of what was around that, whether the missed
10 commitments were involving held orders or whatever
11 else. But the significant problem was held orders, and
12 I'm sure in my testimony there I was referring to that
13 because that was the place we were having problems.

14 MS. CREMER: Okay. In Harlan's testimony, on
15 his exhibit -- you don't need to go to it, but the
16 exhibit refers to new, changed, and transferred
17 orders. And can you tell me what those are, the
18 differences between those? I mean what is the
19 difference between a change and transfer?

20 A. Basically we have three types of events. One
21 is when a customer moves in and requests new service.
22 We call that a new order, or an N order. The jargon in
23 our business is it's an N order, but it's a new order.
24 On the other hand, if you already are a customer of
25 ours in one of our exchanges in South Dakota and you

1 move, say, within Sioux Falls to another place, like
2 many of you have done, like I have done, then that's a
3 transfer order. We call it a T order, we call it,
4 where we move from one location to another. The
5 reality is that a T order and an N order are
6 essentially the same thing. It's what we call new
7 service. I mean while we call it a transfer in our
8 business, N orders and T orders are really the same
9 thing because it involves moving into a new location
10 where facilities and dial tone are going to be
11 furnished. The third category is the change order, and
12 that's where you already have service at a location and
13 you request some change or different type of service, a
14 number change, Caller ID, or whatever.

15 MS. CREMER: Okay. On page two of your
16 testimony you refer to on line five, it's the key
17 service measures indicate that service has
18 significantly improved. And my question is who or what
19 determines what's a key service measure?

20 A. I did.

21 MS. CREMER: Okay. And on page four of your
22 testimony you stated that complaints regarding request
23 for new services, you acknowledge that there were
24 complaints for requests for new services and state that
25 the reasons for this was lack of cable facilities. And

1 my question is are lack of cable facilities the only
2 reasons consumers complain about requests for new
3 services?

4 A. No.

5 MS. CREMER: And what are the other reasons?

6 A. Well, I think somebody asked me that question
7 earlier. I can't remember who it was. But, obviously,
8 one of the reasons is that if we -- we may very well
9 have facilities to your new location, but we tell you
10 we're going to be there tomorrow and we don't show up
11 until the next day, that is a missed commitment. But
12 we track that as a separate event than held orders.
13 And the reason we do that is because held orders is a
14 significant problem so we treat that as a separate
15 measurement that we watch very carefully. We actually
16 end up, you can have a held order and meet your
17 commitment because we tell the customer, I'm sorry, we
18 don't have facilities for you, but we will have them in
19 a month, or two weeks, or whatever. We could meet that
20 commitment, but we are going to have a held order.

21 MS. CREMER: Okay. Throughout your testimony
22 you've referred to there's been improvement, dramatic
23 improvements and such things. Does it go back again --
24 or I guess I'll just ask you why, in your opinion, has
25 there been an improvement? Is there something tangible

1 we can put our finger on?

2 A. In terms of why?

3 MS. CREMER: Why?

4 A. Why I believe the results are better?

5 MS. CREMER: Right.

6 A. Yes. I believe that the significant reason
7 that the results are better is because of what you and
8 I were just exchanging here just a few minutes ago
9 relative to re-engineering. The re-engineering that
10 took place in 19 -- starting in '93 and '94 and on into
11 '95 where all of our centers were in great upheaval.
12 That was a very traumatic event for us and for our
13 customers, and that just plain has stabilized to the
14 point now where we are kind of getting our act
15 together. That's it.

16 MS. CREMER: So it's an improvement from a
17 poor record to begin with?

18 A. It's an improvement from a process that was
19 in great upheaval during 1993 and '94.

20 MS. CREMER: And I think you've answered this
21 but I just don't seem to have it written down. When we
22 talk about calls that are answered in 20 seconds,
23 that's automated; right? Or is that a real person?

24 A. That's a real person.

25 MS. CREMER: Okay. Other than these areas

1 that we've listed that you go through your testimony,
2 are there other areas that you've seen a deterioration
3 in services? I mean other than held orders. Or I mean
4 are there other categories that we should be aware of?

5 A. Of deterioration? This is vaguely
6 reminiscent of another question I got in discussing
7 this issue with the staff. I have been as forthright
8 in any discussions with your staff as I could be about
9 where our problems are.

10 MS. CREMER: So you're not --

11 A. I don't know what else to tell you.

12 MS. CREMER: You're not experiencing an area
13 where you weren't having problems in '93 and '94 but
14 you're starting to see a problem now? There's nothing
15 out there like that, you know, that we're going to hear
16 about in six months?

17 A. I sure hope not.

18 MS. CREMER: Me too. In your testimony -- or
19 maybe it was in Mr. Rislov's -- there's discussion
20 about deployment of fiber in six cities. Do you know
21 what I'm talking about? By 1999 or I think or
22 something?

23 A. Yes, yes.

24 MS. CREMER: But no fiber has yet been
25 installed?

1 A. That's correct.

2 MS. CREMER: How come?

3 A. Well, this is fiber that is -- we're talking
4 about intra-exchange. We're talking about within an
5 exchange. And this is fiber -- for instance, a ring
6 that we would put in a town. We just -- the first one
7 is in Watertown right now, and that is right now in the
8 process of installation, of engineering and
9 installation. That's the first one.

10 Beyond that, I can't answer that other than
11 that the government and business marketing people are
12 the ones that really threw that into the Investment
13 Plan. That was not one that staff even asked for. It
14 was one we put into the mix because our marketing
15 people knew that we had industrial parks, as an
16 example, where business expansion was going to happen
17 where we would like to be able to put in survivable
18 rings as an example within communities.

19 And so that is why we threw that into the
20 plan, and we anticipate that we're going to use every
21 dollar of that down the road. Watertown is the only
22 one so far that has come into play. It doesn't mean we
23 haven't put other intra-exchange fiber in yet. We
24 haven't used those dollars yet other than Watertown.

25 MS. CREMER: Is there a priority listing for

1 those?

2 A. No, not on that one.

3 MS. CREMER: Do you have any studies or
4 anything to indicate customer satisfaction, you know,
5 U S West customers and their satisfaction with the
6 company?

7 A. We used to do a customer survey, Customer,
8 CSM, Customer Service Measurement, I think is what it
9 stands for. We quit doing those about a year ago, as I
10 recall, or 18 months ago. And the reason, as I
11 understand it -- one of the reasons, at least, we quit
12 doing it is because customers were getting irritated
13 with getting calls saying, quite frequently, wanting to
14 know how their service was after they've done business
15 with us. And so we did not use it. I'm not sure
16 whether or not there are any new surveys. I think
17 they're doing surveys now but it's more on a sporadic
18 basis, snapshot basis, as opposed to a regular monthly
19 basis. We used to do those on a monthly basis and
20 publish the results monthly.

21 MS. CREMER: Do you consider the complaints
22 that you get in -- do you categorize those in any
23 manner to determine customer satisfaction, say, you
24 know, when you look at them and say, "We obviously have
25 a problem here"? Can someone address this?

1 A. Sure. The answer is yes. I think we
2 essentially do that in South Dakota when we spot
3 trends. It's not too difficult in a small state to
4 keep your finger on that. But that's also the purpose
5 of the group in Denver to be able to do analyzation is
6 necessary to spot trends.

7 MS. CREMER: And so when they spot a trend,
8 it's your testimony that they then do something about
9 that?

10 A. I don't know that everybody always does
11 something, but I can tell you when we become aware of
12 situations, we pursue it, at least from our perspective
13 in South Dakota, and we do watch those complaints.

14 MS. CREMER: That's all I'd have. Do you
15 have any redirect, Mr. Heaston?

16 COMMISSIONER SCHOENFELDER: Sorry. I just
17 have -- I want to talk about the construction season
18 just a little bit and how that might affect the way
19 complaints are filed and this time of the year. And I
20 don't keep track of what Ms. Healy gets in her office
21 because actually now because of the -- this open
22 docket. But when I do occasionally get calls myself, I
23 rarely get them this time of the year. Usually I will
24 get those calls starting probably August 1 when
25 somebody wants to move into a new home. I get those

1 when a construction project has been planned in the
2 spring but service was to be furnished in the fall.
3 And then so would you look for those to keep being
4 reported that way and we would look for spikes then in
5 complaints to new services and in growth and
6 construction areas starting in July, August, and
7 September, maybe even as far as October, depending upon
8 how long a construction season lasts here?

9 A. I'm not exactly sure how to respond to your
10 question.

11 COMMISSIONER SCHOENFELDER: Obviously, a lot
12 of those kind of complaints from missed commitments, I
13 guess is what you call them. I call them places where
14 you don't have cable. Those will spike up from
15 mid-summer on ordinarily from my own personal
16 experience in receiving calls from people who call me
17 personally rather than someone else.

18 A. Well, there are two times of the year when we
19 have a lot of movement in South Dakota that I think
20 generate -- that really strain our system. One is when
21 school gets out and the other is when stool starts.
22 And that's when you have just a tremendous volume of
23 activity relative to the N and T orders that Karen
24 asked me about. And so I suppose that if I were -- and
25 I haven't done this, but if I were looking for spikes,

1 I would expect that during those peak load periods,
2 there probably are some spikes in terms of complaints.

3 COMMISSIONER SCHOENFELDER: So your testimony
4 that things are getting better could change as the
5 construction season goes forward?

6 A. Except that I'm trying -- in my testimony and
7 in my discussion, I think we're all trying to talk
8 about something shorter than one construction season.
9 And I think that's why the Commission wanted to look at
10 the whole.

11 COMMISSIONER SCHOENFELDER: Shorter or
12 longer?

13 A. I'm sorry, excuse me, longer.

14 COMMISSIONER SCHOENFELDER: I want to pursue
15 just a little bit where Ms. Cremer visited about your
16 Denver-based group. And I have had some calls from
17 people that said they have -- I've been told by the
18 person that I called that this -- this has been
19 referred to, and I believe the right terminology, as an
20 executive complaint group or that. And one of the
21 reasons for the complaint was that they had been told
22 they would be called back or hear from this group
23 within two hours and it had been two days and they
24 still hadn't heard. Do you track this group's history
25 and what do they do?

1 A. Well, I'm not exactly sure. Colleen may be a
2 better person to answer that question.

3 COMMISSIONER SCHOENFELDER: We may be able to
4 call her later then.

5 A. Okay.

6 COMMISSIONER SCHOENFELDER: Thank you.
7 That's all I have.

8 COMMISSIONER NELSON: I have a couple more
9 questions I found. And I think I asked it before, but
10 I want to be sure I have it right. And the question
11 was were there any discussions with our staff that U S
12 West would be allowed to retain its gain on the sale of
13 exchanges in return from the Investment Plan?

14 A. Were there any discussions to keep the gain?

15 COMMISSIONER NELSON: No. The question is
16 were there any discussions with staff that U S West
17 would be allowed to retain its gain on the sale of the
18 exchanges in return for the Investment Plan?

19 A. No. The gain on a sale was not tied to the
20 sale docket. In our discussions with staff we agreed
21 -- there was some -- maybe I can --

22 COMMISSIONER NELSON: The answer is no, you
23 said; right? I mean that's your answer; right?

24 A. Well, I don't know if you want me to say, no,
25 I can tell you --

1 COMMISSIONER NELSON: I don't care what you
2 say. You can say yes, no, maybe, you don't know, or
3 you don't remember, but it's a simple question.

4 A. I'm trying to answer the question as best as
5 I can.

6 COMMISSIONER NELSON: Except, Jon, what's
7 best for you isn't best for me because what's best for
8 me is the question is pretty simple. And to me it make
9 more sense when you answer my questions, not your
10 rephrased question.

11 A. Commissioner, I apologize. Could you re-ask
12 the question again, and I'll try to answer it exactly,
13 your question.

14 COMMISSIONER NELSON: Were there any
15 discussions with the staff that U S West would be
16 allowed to retain its gain on the sale of the exchanges
17 in return for the Investment Plan?

18 A. No.

19 COMMISSIONER NELSON: Okay. Thank you. Next
20 question: On page 11, line ten, of your prefiled
21 testimony, you discuss the self-healing enhancements of
22 the fiber rings that were going to be installed in
23 1996. And after that talk about the rings that were
24 going north from Pierre, whatever it was, was tested
25 with your floods, it was trial by floods sort of, so

1 then --

2 A. It was not trial by floods. That was the
3 baptism of fiber.

4 COMMISSIONER NELSON: But your believing that
5 -- I guess my question is simple, you know, what is --
6 because I might have missed it and I want to be sure I
7 have it because I think it's important. What assurance
8 does the Commission have that is, in fact, that this is
9 an operational improvement?

10 A. It's been tested, and I said it was tested by
11 our people. It was tested in a manner that would
12 basically duplicate a cut fiber.

13 COMMISSIONER NELSON: Okay. Thank you. And
14 then one other thing I want to clarify: Earlier in
15 your testimony when you talked about this \$10.00 credit
16 and \$40.00 credit for businesses, if you miss your date
17 and you said it was automatic; right, or that they
18 don't have to call in and get it? I mean, in other
19 words, if you miss it, you got a record and that
20 customer automatically gets the \$10.00?

21 A. For installation?

22 COMMISSIONER NELSON: Yes. Is that right?

23 A. That's my understanding, yes.

24 COMMISSIONER NELSON: But they don't have to
25 re-call and say, "You missed the date"?

1 A. Yes.

2 COMMISSIONER NELSON: Okay. Thank you.
3 That's all.

4 MS. CREMER: Mr. Heaston.

5 MR. HEASTON: Thank you.

6 REDIRECT EXAMINATION

7 BY MR. HEASTON:

8 Q. Mr. Lehner, the discussion -- there was a
9 discussion earlier with Commissioner Schoenfelder about
10 the potential for somebody hokying up, or dropping
11 numbers, or falsifying numbers when it came to missed
12 commitments or held orders or whatever it would be.
13 What would be the result to the employee that would do
14 such a thing upon our company discovering that?

15 A. I believe that there would be an
16 investigation. And I believe that if it was proven
17 that an employee was guilty of that event, or whatever
18 it is that you described, that they could be
19 discharged.

20 Q. You made -- when you were discussing the
21 Junius situation with Commissioner Nelson, you talked
22 about the fact that the electric company and U S West
23 were kept out of the area. Why were they kept out of
24 the area?

25 A. Well, because there was no travel over that

1 period of time.

2 Q. Why was there no travel?

3 A. Because of the blizzard.

4 Q. So it was weather that caused inability for
5 travel, the inability to get to the areas to rectify
6 the problem?

7 A. Yes, on the part of any party.

8 Q. Since the decision by the Commission to
9 reject the stipulation between staff and U S West over
10 service quality standards, has the Commission or the
11 staff proposed any service quality standards with
12 regard to U S West's service?

13 A. No.

14 MR. HEASTON: That's all I have. Thank you.

15 MS. WIEST: No further questions.

16 COMMISSIONER NELSON: I have one more
17 question. Back to the Junius thing. You say that it's
18 weather that was the problem, but your records
19 indicated, I guess -- or you believe your record, in
20 visiting with your staff people, you decided that the
21 last time you checked those batteries was in 1995?

22 A. The problem was that the batteries failed.
23 The batteries were no good. And the weather -- when
24 the weather came and caused the commercial power
25 failure, the backup batteries did not work.

1 COMMISSIONER NELSON: Are you saying they had
2 a defective battery?

3 A. Yeah, they were defective.

4 COMMISSIONER NELSON: And how long was the
5 battery there and defective?

6 A. I don't know the answer to that.

7 COMMISSIONER NELSON: But your contention is
8 that it was the battery that was bad. And I guess I'm
9 trying to decide if -- I guess that you say it's
10 weather, and I think you didn't follow your maintenance
11 program, which is every six months that you were going
12 to check those batteries.

13 A. I didn't say it was the weather. The weather
14 was what ultimately triggered the event. But the fact
15 the battery was bad was the core of the problem. I
16 agree with you.

17 COMMISSIONER NELSON: So, in other words, the
18 real problem wasn't necessarily the weather, but we
19 didn't follow a responsible maintenance plan.

20 A. No. The real problem was we didn't maintain
21 those batteries there.

22 COMMISSIONER NELSON: Right, I agree. Thank
23 you.

24 MS. CREMER: You're excused, Mr. Lehner. Did
25 you have further witnesses?

1 MR. HEASTON: No, I do not.

2 MS. CREMER: Let's go off the record.

3 (AT THIS TIME THE NOON RECESS WAS TAKEN, AT
4 WHICH TIME THE HEARING READJOURNED AT 1:00
5 P.M.)

6 MS. CREMER: Let's go back on the record.

7 Mr. Lehner, if you would retake the witness stand,
8 please. I'll remind you you're under oath.

9 COMMISSIONER SCHOENFELDER: Mr. Lehner, I'm
10 sorry. I just have a couple more clarifying questions
11 to ask you about the new statute. And when you talked
12 about the ISDN and Commissioner Burg, you had told me,
13 I believe, that it was within three miles or
14 something. And then Commissioner Burg followed up on
15 that, and I just want to be really clear. I think, if
16 I recall properly, we have -- or you have filed an ISDN
17 tariff with us that says it's within 60 miles.

18 A. (Witness nodded affirmatively.)

19 COMMISSIONER SCHOENFELDER: So then that
20 takes special conditioning; right, to go 60 miles with
21 ISDN from the central office; okay?

22 A. (Witness nodded affirmatively.)

23 COMMISSIONER SCHOENFELDER: But it is
24 available within 60 miles of all of those central
25 offices; is that not true? And that is a South Dakota

1 tariff?

2 A. It's a South Dakota catalog, which is
3 equivalent of a tariff, yes, but it's two different
4 issues. And I would explain that if you'd like.

5 COMMISSIONER SCHOENFELDER: I have more
6 questions. I want to make sure we're very clear about
7 this.

8 A. The catalog today for ISDN does call for the
9 provision of ISDN out of a wire center that may not be
10 equipped if it's within 60 miles of a serving ISDN wire
11 center. And it now so happens that with the exchanges
12 we have left at U S West all of our exchanges we
13 construe to be within, I think it is 60 miles. It's
14 either 60 or 65, I can't remember. But we construe all
15 of our exchanges are within a serving wire center for
16 ISDN.

17 That's a different issue, however, than the
18 issue I was addressing this morning, which is the
19 facilities from the wire center to a customer. There's
20 no question but that the 60 miles is in force and
21 applies. You're absolutely correct. The issue,
22 however, is that there is a limitation in the
23 provisioning of ISDN from any central office regardless
24 of whether it's -- whether that office is provisioned
25 or you get ISDN out of another office 60 miles away.

1 And the limitation is that on copper
2 facilities you can get out 18,000 kilofeet, which is
3 equivalent to about three miles. Beyond that, as I
4 recall, in the tariff and what I understand in talking
5 to the technical people, you can stretch it another
6 mile if that copper facility is properly conditioned.
7 Beyond that, it doesn't work. Now, you can go beyond
8 four miles, but it requires very special facilities
9 like a digital carrier, for example, or something that
10 because it has to -- your analog copper will not carry
11 it beyond three or four miles. It just won't, and
12 that's not a policy or anything. It's just that's an
13 inherent nature of ISDN, period, everywhere in the
14 United States.

15 COMMISSIONER SCHOENFELDER: Is that when
16 something they call a bright card goes into the
17 multiplexor? Is what you're talking about when you
18 condition it? I need to know this stuff.

19 A. I think the bright card may be some jargon
20 that maybe plant or outside plant people use or network
21 people use to describe ultimately creating a digital
22 network, a digital facility out of an analog facility.
23 That may very well be what they're talking about. But
24 the point is that you can't, unless you change the
25 facility probably to a digital facility, like a carrier

1 system, a digital carrier system, you can't go beyond
2 three or four miles.

3 COMMISSIONER SCHOENFELDER: So why would you
4 have it in the catalog for 60 miles? You're confusing
5 me more.

6 A. Well, the 60 miles is -- for instance, if
7 somebody in -- I'm trying to think of an exchange to
8 pick. Let's say Chamberlain. Let's say somebody in
9 Chamberlain wants ISDN. The way we will furnish that,
10 today Chamberlain doesn't have ISDN equipped in its
11 central office, so we will literally give them a ISDN
12 dial tone out of probably Pierre would be the closest
13 office, I believe. And we would do that on probably on
14 a DS, I would guess, probably on a portion of a DS1
15 enough to get 144 megabits of band width. But that's
16 all digital facilities between those offices. And
17 that's the limitation with copper, everything -- all of
18 our copper facilities, the limitation is three miles.
19 But the stuff between offices that allows a Chamberlain
20 customer to get ISDN out of Pierre is all digital.

21 COMMISSIONER SCHOENFELDER: Okay. But so
22 then if I'm on the -- and if I'm the customer and I'm
23 five miles from the Chamberlain office and I'm on total
24 copper, ISDN won't work there?

25 A. You have the same problem as if it was

1 equipped.

2 COMMISSIONER SCHOENFELDER: But then let's go
3 back to the statute because I think you said a fully
4 switched -- that you could do this. And that says a
5 fully switched digital network covering the transport
6 range from zero to 144,000 bits per second. And then
7 that isn't necessarily true that that's -- that doesn't
8 fit the statute, then, does it?

9 A. Well, I don't have the statute in front of
10 me.

11 COMMISSIONER SCHOENFELDER: I want to be
12 clear about what's out there because I think this goes
13 to service quality as well as other issues do.

14 A. It may very well.

15 COMMISSIONER SCHOENFELDER: Besides, you made
16 the statement it was available, so I want to see where
17 we're at.

18 A. It's available. But the point is that if
19 somebody is 15 miles from any central office, it
20 doesn't matter whether it's ISDN equipped in that
21 office or we have to get it in from another serving
22 office --

23 COMMISSIONER SCHOENFELDER: Okay.

24 A. -- wouldn't get on the copper analog
25 facility. The limitation starts there. And the

1 limitation is up to three, up to four miles. If you
2 have somebody that's out 15 miles from there, there are
3 some things that we can do, very expensive, but you can
4 equip that facility. And what you basically have to do
5 is make it a digital loop facility to get it out there
6 doing that.

7 COMMISSIONER SCHOENFELDER: Because ISDN does
8 make copper digital, does it not?

9 A. ISDN is digital, that's correct. That's
10 exactly what happens. What makes it digital is the
11 equipment.

12 COMMISSIONER SCHOENFELDER: Right. So then
13 are we back to the bright cards and stuff like that
14 again, or something called TR303?

15 A. Well, I'm not sure about that card.

16 COMMISSIONER SCHOENFELDER: I want to know
17 what we do to condition that line to get it to me if
18 I'm the customer. Because I think you say that that
19 means ISDN anywhere in South Dakota in U S West
20 territory; right?

21 A. If you look at our catalog, our catalog says
22 that it is available out of any central office or any
23 wire center within 60 miles of a serving wire center.
24 That's to deal with the issue of a wire center like
25 Chamberlain, as an example, which is a --

1 COMMISSIONER SCHOENFELDER: But it has
2 nothing to do with me if I'm a customer.

3 A. What it has to do -- it does have to do with
4 you as a customer because it means if you're in
5 Chamberlain, you can get ISDN. The problem is whether
6 you're in Chamberlain or Sioux Falls, if you're in
7 copper facilities and you're beyond three or four
8 miles, there is conditioning, or literally you have to
9 provide a digital loop facility in order to provide
10 that.

11 COMMISSIONER SCHOENFELDER: So but then the
12 statute talks about affordability, too, so if you're
13 going to put -- if I'm 15 miles from Chamberlain and
14 you're going to have to put in conditioning on the
15 copper wire, then is that an up-front charge to me and
16 do you have that priced that way?

17 A. I believe that if we -- if you lived 15 miles
18 from any serving office and we had analog facilities
19 out there and you requested that we put in a digital
20 loop facility so that you could have ISDN, that we
21 would charge you for whatever that conditioning is.
22 But it is available.

23 COMMISSIONER SCHOENFELDER: So then all of
24 those features that are the B channel packet type stuff
25 and everything else that's in --

1 A. Two B plus state.

2 COMMISSIONER SCHOENFELDER: That's in the new
3 law, that they're available for a tariff price, or for
4 a catalog price from U S West. Then how much am I
5 going to pay if I have to have special conditioning on
6 the wire, the copper. I want to sit in the country and
7 I want to do this wonderful Super Highway and I want to
8 do -- I want to telecommunicate over ISDN through the
9 switch network, then I have to have special
10 conditioning. And do you have those costs listed in
11 your catalog, then, how much I'm going to have to pay
12 to do that?

13 A. No. And I think the reason for that is
14 because it would vary on so many conditions that it
15 wouldn't be possible to do that. So in our tariff we
16 simply say there is a limit of three and four miles.
17 Our tariff doesn't talk about it being available beyond
18 three miles, as I recall, though I haven't read the
19 tariff since you raised the issue.

20 COMMISSIONER SCHOENFELDER: So it maybe
21 perhaps does not meet the statutory requirement of
22 affordability?

23 A. I don't know about affordability, but
24 availability, if you want to pay for it, you can get it
25 shipped out 25 miles if you want to pay for it.

1 COMMISSIONER SCHOENFELDER: I could probably
2 go to the moon, too, if I want to pay for it.

3 A. I'm --

4 COMMISSIONER SCHOENFELDER: I'm talking
5 affordability and reasonableness. And I just needed to
6 clarify some more of that stuff because I hear an awful
7 lot of consumers who really are interested in ISDN,
8 some type of telecommuting who think we're much higher
9 than California and other states, that ours is too
10 high, that the want-up front costs are too high. And I
11 don't know that I've ever had anybody complain that
12 lived outside of three miles, but I presume if we say
13 it's available, they're going to.

14 A. I am not aware of any. The only one that --

15 COMMISSIONER SCHOENFELDER: I don't know.

16 A. -- ever come to my mind, we had a customer up
17 at I think it was at Mellette about a year and a half
18 ago that was right on the margin; and we somehow we
19 were able to ultimately condition that loop and keep it
20 as an analog loop, but that's the only one I ever
21 remember where it was an issue.

22 COMMISSIONER SCHOENFELDER: But you don't
23 look for it to be an issue as we move toward that kind
24 of thing and as the new statute -- I mean the new
25 statute says you're going to do this.

1 A. But the new statute also doesn't say who pays
2 for it, and very clearly --

3 COMMISSIONER SCHOENFELDER: I'm aware of
4 that.

5 A. Very clearly if you're going to provide ISDN
6 to every single customer out there, particularly the
7 ones that are beyond three or four miles, what that
8 literally means is you're going to have to change the
9 nature of the loops out there to make them literally
10 digital loops, and that's a tremendous expense if you
11 were going to do this for everybody. I mean we're
12 talking a lot of money. Now, the question is who is
13 going to pay for that? Are the customers who use the
14 service going to pay for it, or is it everybody?

15 COMMISSIONER SCHOENFELDER: And I understand
16 that, and that's a really good viewpoint. But if we're
17 going to do it for business, let's just say for
18 economic development purposes, for education, I think
19 the Act calls for that, for education, for medicine,
20 those types of things, then if we're going to do that,
21 we need to have some kind of an idea of how much the
22 conditioning of the loop to reach out beyond that.
23 Because I do believe there will be a call for specials
24 as we go to schools.

25 A. Yeah. Well, the good news probably is that

1 virtually all of the schools and the libraries and
2 hospitals are all located within --

3 COMMISSIONER SCHOENFELDER: I could give you
4 a few that aren't, but they're probably not in U S West
5 territory anymore.

6 A. But the good news is most of those users are.

7 COMMISSIONER SCHOENFELDER: I think you've
8 cleared up some of those things for me so, thank you a
9 lot. Sorry to bring you back.

10 A. That's okay.

11 MS. CREMER: Does that raise any on your
12 part?

13 MR. HEASTON: No.

14 CHAIRMAN BURG: Probably just more to pursue
15 that. You're saying you are not aware of any school or
16 hospital or library that would lie beyond the three or
17 four miles?

18 A. No. If I said that, I shouldn't.

19 CHAIRMAN BURG: I mean --

20 A. I said the good news is most of those, the
21 facilities would be located close to a central office,
22 I think.

23 CHAIRMAN BURG: And I've been one that's
24 argued at this point, until it's needed in those areas,
25 I don't think we should force it to be implemented.

1 A. That's exactly right. I think we all need to
2 be very clear about that because you can provide all of
3 these things particularly in that legislation to
4 everybody in the state of South Dakota and the cost
5 would be astronomical. Well, who's going pay for
6 that?

7 CHAIRMAN BURG: Let me ask it this way: If
8 you had -- say you had a fiber line running in an area
9 that was able to be accessed by we'll say somebody in
10 that rural area and off that fiber line came copper.
11 Does that enhance it just by the fact it would be a
12 fiber line for part of the distance?

13 A. You're starting to test my -- I think the
14 answer, Commissioner, is probably, yes, that it does
15 help your situation. I'm sure it does.

16 CHAIRMAN BURG: I mean, I think we're getting
17 off the subject here. But once we get to these, it's
18 always interesting to know. That's all, I guess.

19 MS. CREMER: Does that raise anything,
20 Mr. Heaston?

21 MR. HEASTON: No.

22 MS. CREMER: All right. Staff. You're
23 excused. Understanding, U S West, that you will call
24 other witnesses at a later time. You're going to rest
25 at this point; is that right?

1 MR. HEASTON: At this time we rest our direct
2 case, yes.

3 MS. CREMER: Okay.

4 MS. WIEST: We'll call Greg Rislov.

5 GREGORY RISLOV,
6 called as a witness, being first duly sworn,
7 was examined and testified as follows:

8 DIRECT EXAMINATION

9 BY MS. WIEST:

10 Q. Could you state your name and position for
11 the record.

12 A. My name is Greg Rislov. My position is the
13 director of the Fixed Utilities Division of the Public
14 Utilities Commission.

15 Q. You have before you what has been marked as
16 Exhibit 2. Is that your prefiled testimony?

17 A. Yes, it is.

18 Q. Do you have any corrections?

19 A. No, I don't.

20 Q. If asked the same questions, would your
21 answers be the same?

22 A. Yes, they would.

23 Q. Would you please provide a short summary of
24 your testimony?

25 A. Yes. The docket TC94-121 Settlement

1 Agreement included a U S West Investment Plan. The
2 settlement was approved by Commission Order, dated
3 January 8, 1996. The approved Investment Plan includes
4 projects which improve service quality. The
5 combination of being subject to Commission Order in
6 docket TC94-121 and affecting service quality means the
7 Investment Plan is of concern in this proceeding. My
8 testimony reviews the current status of the Investment
9 Plan.

10 Q. Is staff making a recommendation to the
11 Commission whether to approve or deny a second stage
12 increase at this time?

13 A. No. The staff in Docket TC94-121 proposed
14 service quality standards to be used as a basis for
15 granting or denying the second stage increase. These
16 proposed standards were not adopted by the Commission.
17 The Commission on February 20, 1997, opened docket
18 TC97-016 in order for staff to review U S West's
19 service quality. Although the Commission's Order did
20 not identify specific areas of review, staff has taken
21 a broad approach with regard to review of potential
22 issues. This approach requires evaluation of any
23 evidence which may be forthcoming or further clarified
24 at this hearing. Staff, after evaluating additional
25 evidence, may make a recommendation in a post hearing

1 brief.

2 MS. WIEST: I would move admission of Exhibit
3 2.

4 MS. CREMER: Are there any objections by the
5 parties? Intervenor? Hearing none, it's admitted.

6 MS. WIEST: This witness is available for
7 cross.

8 MR. HEASTON: I have no questions.

9 MS. CREMER: AT&T?

10 MR. LOVALD: No questions.

11 MS. CREMER: MCI?

12 MR. SAHR: No questions.

13 MS. CREMER: Commissioners?

14 CHAIRMAN BURG: Probably the biggest one I
15 have, of course, there's been a lot of discussion here
16 both about the investment, both the 25 million that's
17 in this docket, as well as the gain on sale. Would you
18 also have the position that the gain on sale was not
19 contingent upon investment?

20 A. That's correct, it was not.

21 CHAIRMAN BURG: And on this one what's your
22 opinion of how much investment has been made to date?

23 A. Well, the numbers -- I have the numbers as of
24 12-31-96, which would be, you know, about five months
25 ago. And at that point approximately 11.8 million had

1 been spent. Not all of it. Some of it capital, some
2 of it expense.

3 CHAIRMAN BURG: Was there any requirement
4 that a certain amount be spent by a certain -- you
5 know, before the second increment went in?

6 A. No, other than in your Order which approved
7 the settlement, there were time lines established. The
8 time lines essentially gave, the way I looked at it, a
9 deadline for U S West to have completed certain
10 projects. Now, for instance, with regard to one-party
11 service, that time line doesn't end until -- I forget
12 the date, but it's 1999 or the year 2000. But there
13 are certain others where the deadline date was 1996 or
14 1997, and those cases at this point U S West has stayed
15 in compliance with the deadlines that were set in your
16 Order.

17 CHAIRMAN BURG: Okay. So you're saying that
18 everything that had a deadline prior to today has been
19 met?

20 A. Yes, and generally well ahead of time.

21 CHAIRMAN BURG: Did you do any of the portion
22 on the quality of service?

23 A. No.

24 CHAIRMAN BURG: That will be another witness;
25 right? I think that's all I have right now.

1 COMMISSIONER NELSON: In describing in
2 Mr. Lehner's testimony, prefiled testimony, and the
3 testimony he gave today, he described the history of
4 the 121 agreement. And he indicated that in his
5 discussion with the staff and U S West, there was the
6 talk about investing 25 million in new services and the
7 network enhancements. He also indicated that U S West
8 in return would be allowed to increase its residential
9 rates in three phases. Do you agree with that?

10 A. Yes.

11 COMMISSIONER NELSON: Can you point to
12 specific language in the Stipulation and the Agreement
13 with the staff that specifically which provides that
14 the price ceiling was to be allowed in return for U S
15 West's investment in the plan?

16 A. What I can do is point to page 13 of the
17 Stipulation and Agreement, paragraph 25. Now, that
18 language doesn't specifically address each issue; but
19 as a blanket matter, from my point of view, applies to
20 all the issues.

21 COMMISSIONER NELSON: Okay. Thank you. Can
22 you also tell me who drafted the Stipulation and
23 Agreement?

24 A. I don't recall, but I assume the attorneys
25 for each side drafted the Stipulation and Agreement.

1 COMMISSIONER NELSON: But you don't really
2 know? Really, I mean, I'm just curious.

3 A. It may have been that one attorney drafted
4 two paragraphs and another drafted three and they got
5 together and worked on language and all of that. So as
6 far as pointing to a specific word --

7 COMMISSIONER NELSON: Okay. On page four of
8 Jon Lehner's testimony, his prefiled testimony, he
9 discussed in detail the discussion he had with the
10 staff about service standards and that he agrees that
11 he did do that. Is it true that the Investment Plan
12 was then discussed as a remedy for shortcomings as the
13 staff saw it?

14 A. As I recall, the Investment Plan was designed
15 to take care of problems that the Commission had and
16 the customers were having with the system. So I think
17 the answer to your question is yes.

18 COMMISSIONER NELSON: Thank you. Were any
19 other sources of revenue, or were any other sources of
20 funding the Investment Plan discussed with the staff to
21 the staff and U S West?

22 A. What sources?

23 COMMISSIONER NELSON: Were there any other
24 fundings?

25 A. Than the --

1 COMMISSIONER NELSON: Than the increase.

2 A. No.

3 COMMISSIONER NELSON: Rate increase?

4 A. No.

5 COMMISSIONER NELSON: I think you testified
6 earlier when someone asked that you felt that the
7 answer to the question about whether or not the
8 Investment Plan was tied to the rate increase and you
9 said, yes, it was?

10 A. Pardon?

11 COMMISSIONER NELSON: You said, yes, it was?

12 A. Per the settlement, yes.

13 COMMISSIONER NELSON: Then do you believe
14 that it's a coincidence that the money net gain on the
15 sale of the exchanges happens to be the same amount as
16 the Investment Plan?

17 A. Right now I think the Investment Plan is over
18 30 million, so it has outstripped the gain amount
19 already by about 20 to 25 percent.

20 COMMISSIONER NELSON: But in the discussions
21 of the Investment Plan, did we always know that the
22 Investment Plan was 30 million dollars, or was it
23 agreed that it was about 25 million dollars?

24 A. I think in discussions about the Investment
25 Plan there's dollars or dollars, whether it be through

1 income gain on sale, whatever. And for whatever source
2 U S West derived that money, we needed that to fund the
3 Investment Plan, or they needed it to fund the
4 Investment Plan. Now, whether or not they were
5 deriving those dollars from gain on sale or from the
6 profits of previous year or the profits of the
7 forthcoming year, I guess that would be, you know,
8 their management decision.

9 COMMISSIONER NELSON: So you believe that it
10 was just a coincidence that those two amounts seem to
11 be the same?

12 A. I think every dollar coming into the company
13 has a purpose one way or the other, whether it be gain
14 on sale or profit. So is it a coincidence? No, I
15 think the gain on sale likely had something to do with
16 their willingness to spend money on this Investment
17 Plan. Had they not gotten it, I don't know what would
18 have happened had they not gotten it, but I'm sure
19 there was at least some sense of some money freed up.

20 COMMISSIONER NELSON: Would you agree that
21 the gain on sale created the capital for U S West?

22 A. It's a hard question for me to answer
23 specifically because the Investment Plan covers '96
24 through the year 2000. Whenever the gain on sale is
25 received, I don't know what purpose that had. It could

1 have gone to stockholders that year. I would think
2 again every dollar that comes into that company is
3 somehow channeled for a purpose. And I would assume
4 that gain on sale the profits in 1995/'96 through the
5 year 2000 all played a role in what U S West thought it
6 could do with that Investment Plan.

7 COMMISSIONER NELSON: I don't think that was
8 exactly the question. I think the question really was
9 do you feel that the gain on sale provided capital for
10 U S West?

11 A. I think it was one source.

12 COMMISSIONER NELSON: Thanks. Isn't it true
13 that by allowing U S West to retain the gain on sale of
14 exchanges, that the significant -- that it was a
15 significant source of capital?

16 A. For the company?

17 COMMISSIONER NELSON: Yes.

18 A. Yes.

19 COMMISSIONER NELSON: And I think you said
20 that there were no discussions with the staff that
21 talked about allowing that the gain on sale had
22 anything to do with the Investment Plan?

23 A. That's right.

24 COMMISSIONER NELSON: So then you would agree
25 that in Mr. Lehner's testimony on page three, line six,

1 of his prefiled testimony, when he says that in return
2 for the Investment Plan, that U S West would be allowed
3 to increase its residential rates is an accurate
4 statement?

5 A. Excuse me, what was the cite again?

6 COMMISSIONER NELSON: It's on page three,
7 line six, but basically and he agreed that in his
8 prefiled testimony that in return -- all I'm asking you
9 really is that whether or not you agree with what Jon
10 said when he said in return for the Investment Plan,
11 U S West would be allowed to increase its residential
12 rates. Do you believe that's an accurate statement?

13 A. The Investment Plan was only one element of
14 the stipulation. But that would be one element of it,
15 yes.

16 COMMISSIONER NELSON: Do you also agree with
17 Mr. Lehner's testimony that said that he didn't believe
18 it would be a double recovery for the Investment Plan
19 by letting them keep the gain on the sales as well as
20 the increase?

21 A. That's correct.

22 COMMISSIONER NELSON: And you also would
23 agree that the service categories for performance
24 discussed in Mr. Lehner's testimony were also rejected
25 by the Commission?

1 A. Yes, they were.

2 COMMISSIONER NELSON: Do you know why the
3 Commission rejected those standards?

4 A. I don't know why each individual Commissioner
5 would have rejected them. I had the sense at the time
6 that they wanted a more fully-developed or broader
7 approach than what that offered.

8 COMMISSIONER NELSON: Do you believe that one
9 of the reasons they were rejected is because the
10 Commission didn't feel they were high enough?

11 A. That could have been. I really don't know.

12 COMMISSIONER NELSON: Okay. In your prefiled
13 testimony you talked about staff's reviewing of the
14 service quality standards. And I guess my question
15 will be can you point to any specific language in that
16 Stipulation or the Agreement that entered into between
17 the staff and U S West that specifically ties the
18 investment to revenues generated by the price cap --

19 A. No.

20 COMMISSIONER NELSON: -- increase? What was
21 the amount? Okay. Did you conduct the negotiations
22 between staff and U S West in the settlement that was
23 reached in the 121 docket?

24 A. I was one of the group of staff, yes.

25 COMMISSIONER NELSON: And who was the U S

1 West negotiator?

2 A. Jon Lehner was there. I assume he was the
3 main one. There were other people involved from time
4 to time.

5 COMMISSIONER NELSON: Was there any link in
6 your negotiation discussions with representatives of
7 U S West between docket 94-121 and 94-122?

8 A. 94-121 was subject to settlement
9 discussions. 94-122 went to hearing and I -- excuse
10 me.

11 COMMISSIONER NELSON: Is the answer that
12 there was a link?

13 A. No. The 121 settlement proceeded on its
14 own. That was a cost of service docket. 122 dealt
15 with sale of exchanges.

16 COMMISSIONER NELSON: And there was no link
17 between those discussions?

18 A. No.

19 COMMISSIONER NELSON: Right. Okay. Do you
20 agree with Mr. Lehner's testimony on page three and 14
21 of his prefiled testimony that the funding sources for
22 the Investment Plan were derived from increases in the
23 price cap that we're discussing here in this docket?
24 Was your answer no?

25 A. As I said before, there are a variety of

1 sources of dollars. That would be one of them.

2 COMMISSIONER NELSON: So is it your position
3 that the Investment Plan U S West has come forward with
4 is to be solely funded by the price increases?

5 A. I don't know how it's going to be solely
6 funded. That would be one funding source.

7 COMMISSIONER NELSON: So to me I'm hearing
8 you say that you don't agree that it was the only -- it
9 was a sole source?

10 A. I don't know is what I'm saying. That could
11 have been. That could be the sole source. There could
12 be several others. It could be that they issue bonds
13 to fund it. I don't know.

14 COMMISSIONER NELSON: Are you saying that you
15 didn't think -- you didn't identify, you just agreed
16 that they would make these investments in the plan and
17 you didn't identify any specific source? There was no
18 requirement that it be one thing or another; you just
19 have an agreement that they would do these things?

20 A. Right.

21 COMMISSIONER NELSON: It wasn't contingent
22 upon any specific funding mechanism?

23 A. Not any specific funding mechanism.

24 COMMISSIONER NELSON: Or not only one
25 mechanism?

1 A. No. I mean it was contingent upon the
2 Commission approval of the stipulation.

3 COMMISSIONER NELSON: I want to discuss the
4 testimony you have prefled as to whether U S West has
5 complied with its Investment Plan.

6 A. Yes.

7 COMMISSIONER NELSON: CLASS services, you
8 stated that CLASS services component was completed in
9 May of '97?

10 A. Yes.

11 COMMISSIONER NELSON: Can you tell me what
12 your source of that information is?

13 A. U S West.

14 COMMISSIONER NELSON: Did you do anything
15 personally to confirm this information?

16 A. Steve Wegman and I made several -- what's the
17 word I'm searching for here -- examinations of the
18 company, including a trip to their service center in
19 Sioux Falls.

20 COMMISSIONER NELSON: The multiparty service
21 elimination, what was your source of information? And
22 that is that it's on target at 25 percent change-over
23 by the end of '97?

24 A. U S West.

25 COMMISSIONER NELSON: And what did you do to

1 confirm that information?

2 A. I -- again, as far as the technology is
3 concerned, I relied on Steve Wegman for the technology.

4 COMMISSIONER NELSON: How about for that it
5 really is 25 percent of the change-over is completed in
6 1997?

7 A. It was just the number of people, just
8 strictly a division of the number of people by the
9 total who remained to be converted.

10 COMMISSIONER NELSON: And so you really
11 relied on U S West for that --

12 A. That's correct.

13 COMMISSIONER NELSON: -- information?

14 A. That's correct.

15 COMMISSIONER NELSON: On the SMAS, what is
16 this?

17 A. When it comes to the technical part of the
18 plan, Steve Wegman is a much better person to discuss
19 what they do, how they work, and if they're working
20 right now.

21 COMMISSIONER NELSON: Okay. So would you
22 agree -- what was your source of information?

23 A. Again, U S West.

24 COMMISSIONER NELSON: And did you do anything
25 to confirm this information?

1 A. Yes.

2 COMMISSIONER NELSON: And what did you do?

3 A. We went to Sioux Falls and went through their
4 service center. Again, Steve could tell you much
5 better than I what we saw.

6 COMMISSIONER NELSON: Do you feel it's in any
7 way speculative?

8 A. I have to rely on Mr. Wegman's ability.

9 COMMISSIONER NELSON: I should ask him. How
10 about on the DACS?

11 A. It would be the same answer.

12 COMMISSIONER NELSON: What is it?

13 A. Again, it's one of those.

14 COMMISSIONER NELSON: Okay. Steve; right?

15 A. Yeah.

16 COMMISSIONER NELSON: And, again, what was
17 your source? U S West?

18 A. Yes.

19 COMMISSIONER NELSON: And what did you do to
20 confirm?

21 A. The same thing as the SMAS.

22 COMMISSIONER NELSON: You went to Sioux
23 Falls?

24 A. Right.

25 COMMISSIONER NELSON: How about SONET?

1 A. The same answer.

2 COMMISSIONER NELSON: Tell me what it is --
3 you want Steve to tell me that too?

4 A. Well, again --

5 COMMISSIONER NELSON: I don't know, Greg.

6 A. I could probably tell you in a real light
7 general sense what they are, but to explain how they
8 work, Steve has provided testimony to explain that. So
9 I would be much more comfortable deferring to him.

10 COMMISSIONER NELSON: Okay, I'll ask Steve.
11 But, again, your source was U S West?

12 A. Yes.

13 COMMISSIONER NELSON: And what did you do to
14 check on the results?

15 A. Again.

16 COMMISSIONER NELSON: The testing or the
17 operability or whatever?

18 A. Again, the same answer. Steve would be
19 responsible for that.

20 COMMISSIONER NELSON: Okay, Steve. And you
21 would basically give me the same answers for the ATM
22 switches and the RSM's and the Internet and all that?

23 A. That's correct.

24 COMMISSIONER NELSON: Were any of the
25 responses to the staff's data requests submitted to you

1 by the staff under oath?

2 A. They all were.

3 COMMISSIONER NELSON: So you would say that
4 that is one of the assurances that you were given that
5 the information provided to you by U S West was
6 accurate; right?

7 A. That would be one, yes.

8 COMMISSIONER NELSON: And was that all
9 provided under oath?

10 A. Yes, all of the written data requests. There
11 may have been questions asked here and there that were
12 not provided under oath, but people made trips to
13 different towns and asked questions, but those would
14 have been verbal short answers. All those provided
15 under through the written data request process, yes,
16 were provided under oath.

17 COMMISSIONER NELSON: On page six you -- of
18 your prefiled testimony, you state that U S West's
19 implementation of the plan is conditioned on
20 continuation of the settlement, and that it is
21 something that the Commission should consider in
22 whether to approve granting the second increase. In
23 making this statement, is it true that you disagreed,
24 you disregard any gain that U S West may have received
25 in the sale of the South Dakota exchanges?

1 A. Yes.

2 COMMISSIONER NELSON: Okay. Are you
3 expressing any opinion to this Commission as to whether
4 or not the second sustaining of the rate increase
5 should be granted?

6 A. No. I made that statement under direct
7 examination.

8 COMMISSIONER NELSON: As a Commissioner, one
9 of the things I look at the things I look at is the
10 public interest. How is the public interest served if
11 the second phase of this price cap is approved?

12 A. There's a whole lot of elements to the public
13 interest. One of them relates to the statutes and the
14 rules under which staff approached the case. When we
15 offered the stipulation to the Commission, whatever
16 that date was, we believed it was in the public
17 interest at that point; and I've not changed my mind
18 since.

19 COMMISSIONER NELSON: Except that that
20 doesn't exactly tell me how the interest is served. I
21 mean --

22 A. At the time the Commission's responsibility
23 for fair and reasonable rates, I believe, was served by
24 that stipulation which was approved by the Commission.

25 COMMISSIONER NELSON: And your testimony that

1 you provided to the Commission, do you feel would help
2 us decide this matter?

3 A. My testimony was designed to report on the
4 progress of the Investment Plan. Because the
5 Investment Plan was attached as a portion of the
6 stipulation, I feel that the Commission needs to know
7 whether or not U S West is complying with that
8 Investment Plan before it makes its decision on the
9 second stage.

10 COMMISSIONER NELSON: Okay. Thank you.

11 COMMISSIONER SCHOENFELDER: I have just a
12 couple, Mr. Rislov. Number one, let's go back to the
13 Investment Plan, how you fund the Investment Plan. And
14 everyone seems to agree it's funded out of shareholder
15 dollars some way or another; the shareholder dollars
16 are funding this Investment Plan. But it goes without
17 saying, does it not, except that I would like to have
18 it on the record, that somewhere within U S West,
19 whether it's in local service or whether it's in
20 catalog, emerging, competitive service, or whether it's
21 with fully competitive service, is there a plan to
22 recover this investment from those of us who pay the
23 bills eventually?

24 A. I think you're absolutely right. And I think
25 what it's necessary to realize and that even though the

1 cost of these facilities do not appear in the local
2 rate that are a part of Docket 94-121, U S West can
3 still go out and use facilities to provide services
4 that are not the local service rates that we're
5 reviewing. And certainly there's revenue potential for
6 U S West, I agree.

7 COMMISSIONER SCHOENFELDER: Okay. Because it
8 is just not a gift of the shareholders. This is
9 something that a good businessman would tell you there
10 has to be a way to recover those costs.

11 A. I never did believe it was a gift. I think
12 it made sense for them at the time because there were
13 questions on service quality and I believe they can
14 provide services both then and in the future with those
15 facilities.

16 COMMISSIONER SCHOENFELDER: Okay. I have one
17 more question. It might turn out to be two but bear
18 with me. You said you made a trip to the service
19 center in Sioux Falls. And I understand from
20 Commissioner Nelson's questions that you're going to
21 have Steve answer the technology that's deployed and
22 how it's deployed and the technology questions.
23 However, as you verified the fact that they did have it
24 deployed, can you tell me how you verified the fact
25 that they spent the money, I guess is the way in my

1 terminology? Did you look at invoices? Did you look
2 at their ledgers? I want to know how you did that.

3 A. I was expecting that question and the answer
4 is, no, I didn't verify that they spent the money. The
5 plan is to run until the year 2000. So I think the
6 verification, if it comes, would be more properly done
7 at the conclusion of that plan. It was my thinking
8 that right now, a year and a half into the plan, the
9 money is not so important. It will be important when
10 all the projects are completed, all the invoices are
11 in. We all know what we should be getting or what we
12 think we got from the plan.

13 COMMISSIONER SCHOENFELDER: So but you don't
14 plan to just go down there and have them say, yeah, we
15 spent the money. You really do intend to verify that?

16 A. At some point in the future. But
17 remembering, of course, too, that the money involved in
18 this plan was never made a part of rates. There was a
19 target of sorts, the 25 million dollar level, but we
20 already know that the plans are to exceed that. We can
21 check that. But I would not recommend doing it until
22 they've completed the plan, or at least at some point
23 where it would make, I think, more sense to try to
24 develop a true-up.

25 COMMISSIONER SCHOENFELDER: What I'm trying

1 to do is that I would like someone to verify U S West's
2 numbers just for the -- and not that we're doubting
3 them, but the fact that as a good practice we need to
4 verify the fact that they actually spent the dollars
5 that they claim they spent. At some point in time
6 that's going to have to be verified for this
7 Commission, whether I'm here, or any of us are here.

8 A. I understand, and I did contemplate it, but I
9 didn't think the timing right now was critical. It
10 would be more critical as the plan is completed, or
11 after the plan is completed.

12 COMMISSIONER SCHOENFELDER: Thank you.

13 COMMISSIONER NELSON: I want to just
14 clarify. I think you said to Commissioner Schoenfelder
15 that the plan was not made a part of rates; is that
16 right?

17 A. The cost of that investment was not placed in
18 rates, no.

19 COMMISSIONER NELSON: Thank you.

20 MS. CREMER: Do you recall how the sale of
21 exchanges was accounted for that and what particular
22 accounting rules were followed, do you know?

23 A. I was only marginally involved in that
24 docket, and I guess I don't.

25 MS. CREMER: Do you know who would?

1 A. Charlie Bolle, I believe, was staff's main
2 witness in Docket 122. He may.

3 MS. CREMER: Thank you.

4 CHAIRMAN BURG: Probably one follow-up to
5 some of what we have, I think it might be important --
6 I mean it's been testified here by you, as well as
7 Mr. Lehner, that approximately 11 plus million have
8 been spent. But I think some verification through
9 invoices or something to the fact that that is the case
10 might be important to us. And maybe that's something
11 that we will want, especially if we leave the record
12 open. I think I would like to see some verification in
13 that number, that there really was in that vicinity
14 because I think the level of the investment will have
15 an influence on whether the rates are justified in my
16 mind.

17 A. Well, and if that's what the Commission
18 wishes.

19 CHAIRMAN BURG: And I guess I would
20 especially add, at least, those things that had a
21 completion date before this time. I think each factor
22 that has a completion date, there should be some
23 verification that those -- that that was completed and
24 that that was the approximate investment, since a lot
25 of emphasis is being put on the 25 million dollar

1 investment.

2 A. Yes.

3 MS. CREMER: Do you have any redirect?

4 MS. WIEST: No.

5 MS. CREMER: You're excused.

6 MS. WIEST: I call Harlan Best as my next
7 witness.

8 **HARLAN BEST,**
9 called as a witness, being first duly sworn,
10 was examined and testified as follows:

11 DIRECT EXAMINATION

12 BY MS. WIEST:

13 Q. Would you please state your name and position
14 with the Commission.

15 A. Harlan Best. I am the deputy director of
16 fixed utilities.

17 Q. Do you have before you what has been marked
18 as Exhibit 3?

19 A. Yes.

20 Q. Is that your testimony?

21 A. Testimony and two confidential exhibits, yes.

22 Q. Do you have any corrections?

23 A. Not that I am aware of.

24 Q. If asked the same questions, would your
25 answers be the same?

1 A. Yes.

2 Q. Would you please provide a short summary.

3 (The following page 154 was sealed due to
4 confidentiality.)

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

1 A. Confidential Exhibit A of my testimony is a
2 summary of the monthly quality of service results based
3 on the methodology that was agreed to by staff and U S
4 West in the stipulation that was presented to the
5 Commission on December 18, 1995. Confidential Exhibit
6 B is a summary of U S West's basic service
7 measurements, which are the internal measurements used
8 by U S West for the tracking of quality of service.
9 Exhibit A combines residence and business results,
10 while Exhibit B keeps the results separate for
11 residence and business reporting.

12 Exhibit A treats a service order as a risk if
13 the customer wants service installed beyond two
14 business days. Exhibit B is the -- again, is the
15 internal U S West measurements. It treats the result
16 for installation of service beyond the two-day standard
17 as being met if the customer is offered the service in
18 two days but does not want the service that soon. The
19 top half of Exhibit A, page one, shows on a monthly
20 basis the amount of \$1.50 that is at risk based on the
21 U S West performing in the proposed service quality
22 standards of staff and U S West. The standards were
23 not approved by the Commission.

24
25

1 MS. WIEST: I would offer Exhibit 3.

2 MR. HEASTON: No objection.

3 MR. LOVALD: No objection.

4 MR. SAHR: No objection.

5 MS. CREMER: It's admitted.

6 Q. Mr. Best, could you please look at
7 Mr. Lehner's testimony, Exhibit D?

8 A. Yes.

9 Q. Looking at January 1997, under the heading
10 total orders, is it your understanding that that number
11 is incorrect?

12 A. Yes. And looking at the documentation that I
13 received from U S West, I noted that January 9, 1996,
14 had the exact same numbers as January 1997. Upon
15 questioning of U S West, they informed me -- the
16 individual I got the -- I talked to was Kathy Sanchez
17 which she's located in the Denver office. Kathy
18 forwarded corrected numbers to Colleen Sevold, who in
19 turn called me on May 28th, 1997, and informed me that
20 the correct numbers for January 1997 should have been
21 something other than what was shown in Lehner's Exhibit
22 D.

23 Q. And what should that number have been for
24 total orders?

25 A. That is a confidential number.

1 Q. Well, U S West put what they thought it was
2 and did not file it as confidential. Does U S West
3 have any problem with Mr. Best stating this
4 confidential number?

5 MR. HEASTON: No.

6 Q. Go ahead.

7 (The following page 157 was sealed due to
8 confidentiality.)
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

1 A. The total service order number is 28,565 and
2 the total met was 23,958, for a two-day percentage of
3 84 percent rather than the numbers shown on Exhibit D.

4 Q. How does that affect the overall percent?

5 A. The overall percent is -- well, it depends on
6 how far you carry it out. Exhibit D, as filed, was
7 rounded up to 81 percent, and this, if you carry it
8 out, would be with corrected numbers is 80.2 percent.

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

1 MS. WIEST: Thank you. I have nothing
2 further. The witness is available for cross.

3 MS. CREMER: U S West?

4 MR. HEASTON: No questions.

5 MS. CREMER: AT&T?

6 MR. LOVALD: No questions.

7 MS. CREMER: MCI?

8 MR. SAHR: No questions.

9 MS. CREMER: Commissioner Schoenfelder.

10 COMMISSIONER SCHOENFELDER: Well, I just --
11 Mr. Best, I just would like to have you sort of go -- I
12 know that you must have gone out and looked at these
13 numbers at U S West and how they deal with these
14 numbers as they compiled them. Can you tell me
15 something about that and how comfortable were you with
16 the method they use?

17 A. What happens at U S West is when a customer
18 calls in, that is recorded by a computer as a contact.
19 The computer is in -- for South Dakota it could be in
20 Des Moines or St. Paul or in Omaha. The Denver office
21 queries the computer and in that manner the on-site
22 computers then send their stored data to the Denver
23 office where it is compiled into reports that are then
24 submitted internally for U S West. And there are 873
25 individual state Commission reports that are compiled

1 by the organization that Mr. Wegman and I visited with
2 when we were in Denver.

3 COMMISSIONER SCHOENFELDER: What did you do
4 and what did you do to verify U S West numbers to make
5 sure that they're legitimate numbers?

6 A. Absent going in and looking at every single
7 line of programming, since there is no human
8 intervention, other than the individual state reports
9 that are prepared, I'm not sure how one would go in and
10 verify or audit the procedure.

11 COMMISSIONER SCHOENFELDER: Can you sort of
12 spot check some of that procedure? Is there a way you
13 can get your hands on documents or computer-generated
14 things that can sort of do random type sampling spot
15 checks?

16 A. Not that I am aware of.

17 COMMISSIONER SCHOENFELDER: So there's no way
18 to really verify those numbers?

19 A. Absent having individuals sit with every
20 single service rep --

21 COMMISSIONER SCHOENFELDER: Okay.

22 A. -- and keeping a scratch pad and marking down
23 every time they received a contact.

24 COMMISSIONER SCHOENFELDER: Okay. Is there
25 any way to measure? And I know this is -- we can't

1 measure everything in life. I understand that. But is
2 there any way to measure the responses? You know as
3 well as I do that the phone calls that I get sometimes
4 that said, "This person in Timbuktu, U S West was rude
5 to me. This person hung up on me." This person said,
6 "I don't think your service matters." And the fact
7 that someone called back and said you will have
8 response within two hours and it's two days later. Is
9 there any way they measure that, and how comfortable
10 are you with the way they measure those things?

11 A. I guess the only way, to my understanding, is
12 if the service rep was short or abrupt, would be for
13 the consumer to have remembered who they were speaking
14 with. And that usually doesn't occur, so then it
15 becomes a very -- how do you, absent sending the
16 information on to U S West, they would then have to in
17 turn contact -- hold a meeting with the representatives
18 and remind them that they should not, no matter what
19 their personal problems are that day, they should not
20 carry that over into their job.

21 COMMISSIONER SCHOENFELDER: But that would
22 just be -- I mean there's no way to verify it. We just
23 have to take that person who answers the phone word
24 against the consumer who's complaining is what we
25 basically get down to.

1 A. Unless there's some way that that consumer
2 remembers who they spoke to.

3 COMMISSIONER SCHOENFELDER: Well, you know,
4 I'm extremely interested in this. And I will ask this
5 of some more witnesses, but I'm interested in your take
6 on some of these because I know that you are trying to
7 document the numbers, and because this is very
8 important to me. But how do you know? Do we follow up
9 to make sure that the people that have been promised,
10 that they tell us they've been promised, they need to
11 be called and then when they finally say we're going to
12 call the Commissioner. And those are very aggressive
13 people who are going to call the Commission, or someone
14 who has had results by calling the Commission before.
15 Suddenly they start to get more calls. Is there any
16 way to document that? Is there any way to verify
17 that? And I don't mean -- I honestly do not distrust
18 U S West's numbers, but I honestly believe as a
19 Commission we need verify these things ourselves and be
20 comfortable with that information. Is there any way we
21 can be?

22 A. Well, you've asked a number of questions
23 there.

24 COMMISSIONER SCHOENFELDER: I know, I'm
25 sorry.

1 A. But as far as being called back within two
2 hours from another division within U S West, if that
3 division is made up of one individual, which is my
4 understanding is Mike Gosline is responsible for South
5 Dakota consumer complaints, at least from the
6 Commission side of it, if he happens to be out of the
7 office for a day for whatever reason, then there's no
8 way that he could return a phone call within two
9 hours. How we could verify internally what U S West
10 does, absent sitting there for 24 hours a day, I'm not
11 sure how one would do it.

12 COMMISSIONER SCHOENFELDER: Okay. And is
13 there any way to verify that there are reports in some
14 states that U S West employees have falsified the
15 numbers, the service quality numbers? Is there any way
16 we can check that out or to quantify that?

17 A. Based on what I have seen in the Denver and
18 within the Des Moines office, I'm not sure how they
19 could verify -- or how they could falsify numbers
20 because it would take a number of people acting in
21 concert to do that. I'm not sure how you could get
22 that many people.

23 COMMISSIONER SCHOENFELDER: Can you tell me
24 why it would take a number of people acting in concert?

25 A. Well, somehow they would have to --

1 COMMISSIONER SCHOENFELDER: Is there a fail
2 safe in the system some way?

3 A. Somehow they would have to falsify the
4 numbers that come into the computer at each of the
5 different locations. That would then be queried on a
6 much -- it's not a set time frame that the computer in
7 Denver queries ones at the outlying locations, and
8 those numbers are compiled in Denver by computer. And
9 they are the output of the computer is a report. So
10 unless there was some internal programing malfunction,
11 if you will, or it would have to be an intentional
12 miswriting of the computer program.

13 COMMISSIONER SCHOENFELDER: What if I'm a
14 person who's at call center and I'm taking the calls
15 and I think most of the call centers I've seen -- and I
16 have seen U S West at one time, I think, in Utah or
17 someplace like that, but it's been a long time ago, so
18 I need to update my information. If I'm sitting facing
19 at a computer terminal and I have a headset on and you
20 call me with a complaint, most of the ones I observed
21 -- and I have done some observation, too, so if it's
22 changed, you will tell me. I sit there and type in
23 what the person is telling me. And so then if I decide
24 I want those numbers to go down, do I just fail to type
25 that into the computer? Is that a way it could be

1 done?

2 A. What I witnessed in the Des Moines office is
3 the service rep that I sat with I listened in on with
4 headphones. The call would come into him. He would
5 ask the individual's name, phone number, if they had
6 it, and they cannot exit out of the program until all
7 of the calls are populated within that screen. So
8 there's no way they can just not -- a contact is not
9 reported because every call that comes into a screen
10 has to be filled in some way before they can exit that
11 screen.

12 COMMISSIONER SCHOENFELDER: So when the phone
13 rings, my terminology, no one else's -- when the phone
14 rings at my headset, it automatically generates
15 something at the computer?

16 A. Right. It pulls up the screen for the
17 individual to then populate.

18 COMMISSIONER SCHOENFELDER: Thank you. I
19 think you've answered my questions.

20 COMMISSIONER NELSON: I note in your
21 testimony on page three, line 11, that you relied on
22 certain data requests that were submitted to you by U S
23 West. And I'm concerned somewhat about reliability of
24 information, and were these data requests and responses
25 submitted under oath?

1 A. Yes, they were.

2 COMMISSIONER NELSON: And what was done to
3 verify the accuracy of the information that may have
4 been supplied to you?

5 A. It was -- since it was all computer
6 generated, I was at a loss as how to individually go
7 back and make sure that -- I'm not sure how many
8 service reps they would have, but each one of those
9 recorded the information in the proper manner, other
10 than they cannot exit the screen until all cells are
11 populated.

12 COMMISSIONER NELSON: Okay. On page seven,
13 line 13, of your prefiled testimony, you state that, "I
14 can find no reason not to accept the numbers as
15 presented by U S West." Can you explain to the
16 Commission how you reached this conclusion? In other
17 words, what was done by you and others working with you
18 that would lead you to the conclusion?

19 A. Just what I have discussed with Commissioner
20 Schoenfelder, that everything is done via computer with
21 the service rep being the only human intervention in
22 that they have to populate the screen. And that is
23 recorded within a computer which is queried by a
24 separate computer in another location which compiles a
25 report that is as an output of the computer program.

1 COMMISSIONER NELSON: Did you look at the
2 company records at the sites when you visited Denver
3 and Des Moines?

4 A. Looked at the records?

5 COMMISSIONER NELSON: Yeah.

6 A. I'm not sure what records I would look at.

7 COMMISSIONER NELSON: Did you -- did they
8 have records that they -- like complaint records or
9 anything like that that you looked at?

10 A. I did not look at complaints. What I went
11 down to do is to look at -- to see how the information
12 flowed from the service tech to the individual offices
13 and in turn how that got to Denver.

14 COMMISSIONER NELSON: Did you spend -- how
15 much time did you spend there?

16 A. I spent a day in Denver and a day in Des
17 Moines -- two days in Denver and approximately a day
18 and a half in Des Moines.

19 COMMISSIONER NELSON: Did you visit with U S
20 West employees?

21 A. Yes. I visited with Carol Spry and Kathy
22 Sanchez. Colleen Sebold was also along from U S West,
23 South Dakota. And then based on questions that either
24 Mr. Wegman or myself might have had on an item that
25 they might have been speaking to us on, they brought in

1 other office personnel to explain answers and give
2 answers.

3 COMMISSIONER NELSON: So do you know people
4 -- how many people you spoke to?

5 A. In the 1801 California Building, we
6 probably --

7 COMMISSIONER NELSON: Is that in Denver?

8 A. Yes, that's the --

9 COMMISSIONER NELSON: So in Denver you spoke
10 to?

11 A. Those two individuals specifically, and then
12 they brought in probably two or three others.

13 COMMISSIONER NELSON: And in Des Moines?

14 A. In Des Moines, well, there were Mr. Knadle
15 joined us in Des Moines. Each of us sat down with
16 separate service reps in the business office and the
17 separate individuals in the repair office. Prior to
18 that we met with supervisors of the service reps before
19 sitting in and listening to telephone call-ins from
20 consumers. I would imagine we probably, in total,
21 there probably was ten, 12 people.

22 COMMISSIONER NELSON: Let's go back to the
23 record again. What types of records did you look at in
24 Des Moines? You didn't look at any records to speak of
25 of any kind for anything?

1 A. There are no records to look at in that what
2 we were doing was looking at how the service rep would
3 handle a call, when it came in, what they did to
4 populate the cells. One I was sitting with entered or
5 did not populate a cell, tried to exit the screen, was
6 not allowed by the computer to exit the screen until
7 they had populated all the cells. That verified that
8 they have to fill out the screen before they can exit
9 to take the next available call that comes in.

10 COMMISSIONER NELSON: So it's fair to say you
11 didn't have any sampling methodology. That you really
12 didn't -- I mean upon which you based a decision. You
13 just observed what was going on?

14 A. Right. I'm not sure how to sample something
15 that's totally within a computer.

16 COMMISSIONER NELSON: I guess maybe you
17 wouldn't. You would probably look at the final
18 report. I'm understanding that in your prefiled
19 testimony correctly it is true -- is it true that you
20 were not expressing an opinion on the appropriateness
21 of the increased price cap as proposed in this docket?

22 A. Yes.

23 COMMISSIONER NELSON: Are you in any manner
24 expressing an opinion as to whether U S West would
25 qualify for the rate increase based on its quality of

1 service performance?

2 A. No. All I did was provide the Commission
3 with two methods that would be available or to see --
4 would be available to see how different how U S West is
5 measured.

6 COMMISSIONER NELSON: Okay. Since I'm new,
7 what does all this statistical data which is attached
8 to your prefiled testimony give us to assist us in
9 making up our minds on? In other words, how is the
10 information to be of assistance to me?

11 A. It would show -- well, if you want to go
12 through each exhibit, I can do that. Otherwise, it
13 will tell you how many.

14 COMMISSIONER NELSON: Let's go through each
15 exhibit.

16 (The following pages 170 through page 180
17 were sealed due to confidentiality.)
18
19
20
21
22
23
24
25

1 A. Okay. Exhibit A, page one, is the minimum --
2 indicates the percentages that were achieved by U S
3 West based on the U S West and staff-agreed
4 methodology. This methodology was not accepted by the
5 Commission. It indicates what the minimum standard is,
6 which is what's shown on the bottom half of the page
7 with the heading Minimum Standard. Reading across, it
8 gives the numbers that were achieved from January '96
9 through March of '97. January '97 has been corrected
10 for the service interval that was met within two
11 business days. What this would show is of the calls to
12 the business office, which is access business office,
13 it shows that any of those given months, how many calls
14 were answered within the 20 seconds. The 20 seconds
15 start as soon as the voice response unit is responded
16 to in the appropriate manner by the individual calling
17 in. It would be one, for new service; two, if you have
18 a billing question. Soon as you punch that number, it
19 starts the 20-second clock.

20 CHAIRMAN BURG: Which page are you on?

21 A. This is Exhibit A, page one. Access to the
22 Repair Bureau, that, again, is the calls answered
23 within 20 seconds. Service intervals met within two
24 business days, that is the measurement that staff --
25 this would be the number of installations that were

1 installed within two business days. If the customer --
2 if the individual wants it in seven days, it's
3 automatically counted here as a miss. Report rate is
4 the number of reports per hundred access lines. Repair
5 cleared within 24 hours is if a consumer calls in, they
6 have repair or noise on the line, how quick can that
7 get to clear up. That's cleared within 24 hours.

8 Exhibit A, page two, is a breakdown of the
9 service intervals met within two business days, which
10 appears on Exhibit A, page one of two. This shows the
11 percentages completed in two business days for a change
12 order, for a new order, and for a transfer order. And
13 service order total and in number met, divide those
14 two, you get the percent completed in two business
15 days. Exhibit A is the methodology, again, that was
16 agreed to by staff and U S West, which was rejected by
17 the Commission.

18 Exhibit B is the basic service measurements
19 that are tracked internally by U S West. What I have
20 shown on Exhibit B, page one of six, is the percent
21 commitments missed for business and for residents.
22 This is shown individually by those two categories for
23 from January 1995 through April of 1997. By looking at
24 the year to date column at the end, which is YTD, that
25 averages the year. So for business commitments missed

1 in 1995, it shows a number at the end of the column, at
2 the end of the line. That has been increasing for
3 business, which means they have missed more commitments
4 each year. For residents it was the same for two years
5 has gone down in '97. That information, again, is
6 percent commitments missed. Two-day standard interval
7 is the number when a customer calls in, U S West offers
8 the customer service in two days.

9 If the customer accepts that, it goes in here
10 as a commitment met. If the customer does not want it
11 in two days, but it was offered, it's still a met
12 commitment. That shows the numbers, again, for January
13 '95 through April '97 for business and residents.
14 Two-day standard interval offered has increased for
15 business. For residents it has gone down.

16 COMMISSIONER NELSON: Harlan, is this good or
17 bad because I'm interpreting it as bad?

18 A. Yes.

19 COMMISSIONER NELSON: It is bad. Now, my
20 question is we included data for '97, but is the year
21 '97 supposed to be included in when we review their
22 performance to affect their next increase?

23 A. The reading of the Order says February '96
24 through January '97.

25 COMMISSIONER NELSON: Okay. So if you looked

1 at that -- for instance, if you just took installation
2 of residences in '95, it was 81.9, and it was much
3 worse by --

4 MS. WIEST: These numbers are confidential.

5 COMMISSIONER NELSON: Well, is that right?

6 A. Right. What they did for the two percent
7 standard interval offered from '95 to '96, they offered
8 -- the percentage went up so they offered it more
9 often than what they were able to offer it based on
10 four months of '97. But if you look at just January of
11 '97, that number is higher than the year to date for
12 '96.

13 COMMISSIONER NELSON: Could one reach the
14 conclusion that because of the hearing, things are
15 improving?

16 A. I would say no, because if you look at the
17 February, March, and April numbers for two percent --
18 or percent two-day standard interval offered, you will
19 see that March is way down there.

20 COMMISSIONER NELSON: Okay. Thanks.

21 A. Page three of six is the commitments missed
22 for repair and it shows that the -- that they have
23 improved their repair commitments that they have made
24 with individuals and with businesses. If you look at
25 business, the percent missed has dropped by quite a

1 bit.

2 COMMISSIONER NELSON: Is it? I notice that
3 as I'm reading it, that's not during the period that we
4 were supposed to be looking at.

5 A. Well, it's for 1990. If you're looking at
6 from February '96 through January '97 for business,
7 that's why it's easier for me to look at year to date
8 because you have a percentage you can look at for the
9 twelve months. I didn't do a running percentage for
10 each 12 months, but it shows that the percent of
11 commitments missed has gone down for both residence and
12 business.

13 Repair standard, two-day interval is the
14 percent -- while reading the note, you can see what the
15 commitment -- if a person calls in, they're told can we
16 do it within -- if it's received before 1 o'clock if
17 they're given one thing, and if they meet that, the
18 customer says, "Yes, we will accept that," then that's
19 a percent standard. And, here again, the numbers have
20 gone down, which is not good.

21 Exhibit 5 is access to business office. This
22 is number percentage of calls not answered in 20
23 seconds. For calendar year '95, calendar year '96, it
24 showed that they made a dramatic increase in answering
25 business calls within 20 seconds. Makes one wonder

1 what happened in '97, but that's outside of the period
2 that the Commission Order is looking at. The residence
3 has continued to be answered, more percentage answered
4 within the 20 seconds.

5 Page six of six is access to the Repair
6 Bureau, calls answered within 20 seconds. And, here
7 again, it shows an improvement based on 1995 using that
8 as a base.

9 COMMISSIONER NELSON: Thank you. I have no
10 further questions.

11 CHAIRMAN BURG: Harlan, just a few to follow
12 up on this. All of Exhibit B is internal U S West
13 data; is that correct? That has nothing to do with the
14 stipulation, even though the stipulation was not agreed
15 to by the Commission?

16 A. Right. What I have done with the Exhibit A
17 and Exhibit B is show to the Commission based on what
18 staff and U S West had submitted and a stipulation what
19 those numbers track as. Those numbers weren't accepted
20 by the Commission. So what I did then is how can I
21 show what service quality has done other than what U S
22 West gave to staff. This was how U S West tracks it in
23 each of their 14 states.

24 CHAIRMAN BURG: Does U S West have internal
25 standards for each of these?

1 A. They have internal objectives.

2 CHAIRMAN BURG: Okay. Do you know what they
3 are? Do you have those?

4 A. Yes.

5 CHAIRMAN BURG: I don't see that that would
6 be anything that would be -- would that be
7 confidential?

8 MR. HEASTON: I think they are, yes.

9 CHAIRMAN BURG: But there is nobody in the
10 room now that violates confidentiality; correct?

11 MR. HEASTON: Right.

12 CHAIRMAN BURG: I would like to know what
13 those goals are because I think it's important to know
14 how they've met their own goals. So for each of those
15 pages of Exhibit B, you could give me what that
16 internal standard that -- I call it a standard. I'm
17 not sure. You called it something else?

18 A. What they have it on their charts as is
19 objective.

20 CHAIRMAN BURG: If you could give me the
21 objective for each page of Exhibit B, that's what I'd
22 like to have. Page one of Exhibit B is a separate
23 criteria, so I imagine that has a separate objective.

24 A. All I have is a chart, so I will be
25 guesstimating.

1 CHAIRMAN BURG: If you would rather that
2 those be submitted as late filed by U S West, I would
3 accept that, if that would be more accurate and if U S
4 West would be more comfortable, I guess I would also.
5 Do you think you can get relatively --

6 MR. HEASTON: I think we can provide those,
7 yes.

8 CHAIRMAN BURG: Let's do it that way. Okay.
9 I want to go to page two of Exhibit B. We've got an
10 average on year to date on the end and that's a percent
11 interval offered; is that correct?

12 A. Yes. The two day when a customer calls in,
13 they're given, "we can get you service by," and it's
14 usually two days out.

15 CHAIRMAN BURG: Then if we take the next one,
16 that's a percent of those missed even though what we
17 might say would be a relatively low percent of interval
18 offered?

19 A. What I compare.

20 CHAIRMAN BURG: What we're basically saying
21 is the year-to-date column on page three of Exhibit B
22 means that of that percentage of year-to-date column of
23 page two, that percentage was still missed; is that
24 right?

25 A. Page three is for repair so what you would

1 want to look at is page one.

2 CHAIRMAN BURG: Okay. One and two?

3 A. One and two, so what --

4 CHAIRMAN BURG: Well, one is the commitment
5 again. We do not have any violations since we have
6 nobody that isn't cleared for confidentiality, we can
7 actually use the numbers; would that be correct?

8 MR. HEASTON: That's true. That kind of
9 complicates the record for Lori in trying to --

10 CHAIRMAN BURG: And the record shouldn't
11 reflect these?

12 MR. HEASTON: She would have to have blanks
13 in the numbers.

14 CHAIRMAN BURG: Page one is a percent of
15 commitments missed. What kind of commitments?

16 A. It would be the new transfer and change
17 orders.

18 CHAIRMAN BURG: Is a percent of the two-day
19 standard interval?

20 A. No. What it would be is --

21 CHAIRMAN BURG: Okay. I understand that.
22 Okay. Then what page two is, two-day standard interval
23 offered; right?

24 A. Offered. It's when the customer calls in and
25 U S West offers them service in two days. If the

1 customer --

2 CHAIRMAN BURG: Right.

3 A. As Mr. Lehner said, if the customer calls in
4 and they're moving, they don't want service in two
5 days, they want it in a week.

6 CHAIRMAN BURG: I understand.

7 A. Therefore, if they offer it in two days, it's
8 included as meeting the two-day standard interval
9 offered.

10 CHAIRMAN BURG: What is page three then?

11 A. Page three is the percent commitments missed
12 for repair.

13 CHAIRMAN BURG: Page four is?

14 A. Two-day standard interval met for repair.

15 CHAIRMAN BURG: For repair?

16 A. Right.

17 CHAIRMAN BURG: Is three and four just the
18 reverse side of the same issue then?

19 A. Right, three and four, if you call in with
20 trouble on your line --

21 CHAIRMAN BURG: Right.

22 A. -- versus a new transfer or change order.

23 CHAIRMAN BURG: And five?

24 A. And five and six are not answered within 20
25 seconds in the business office and in the Repair

1 Bureau.

2 CHAIRMAN BURG: Okay. I thought a couple of
3 the pages were dependent upon the prior page, or were
4 reflections, but that's not true; is that right?

5 A. No. What it does is if they -- page two, if
6 they're offered in two days, you can look at the one,
7 or if you really want to find out how they're doing is
8 look at percent commitments missed, are they getting
9 service installed when they have told the customer when
10 they will have service.

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

1 CHAIRMAN BURG: Okay. The one other question
2 -- the only other question I have is I just wanted to
3 -- I mean I think you probably calculated this, even
4 though the Commission did not accept the service
5 quality standards of the stipulation, a lot of time in
6 this testimony was spent referring to that. And I
7 think Mr. Lehner mentioned that if we would have used
8 those standards and the deductions that were available
9 because of quality standards not met, that the increase
10 would be approximately \$1.30. Do you agree to that?

11 A. Yes.

12 CHAIRMAN BURG: Of \$2.10 over all?

13 A. Of \$1.50 that was at risk. It would be
14 approximately slightly less than \$1.30.

15 CHAIRMAN BURG: Okay. That's all I have.
16 Thank you.

17 COMMISSIONER SCHOENFELDER: Mr. Best, I'm
18 sorry, I forgot to ask you a question. I don't know if
19 you heard my conversation with Mr. Lehner earlier about
20 the ARMIS data. Do you know if there's any way that
21 ARMIS data is verified or audited at the FCC level and
22 if there's anybody that verifies those numbers or
23 challenges them in any way?

24 A. I'm not aware of what the FCC does with the
25 ARMIS, if they verify it or audit it, or what they do

1 with it other than just accept it for filing. I do
2 know it's certified to by an officer of the company.

3 COMMISSIONER SCHOENFELDER: Okay. And then I
4 need to ask you on the exhibit out of Mr. Lehner's
5 Exhibit D, out of Mr. Lehner's testimony, that you
6 added some corrections to and you answered questions
7 about. I want to know if that's confidential. I want
8 to ask you a question about it, but I want to make
9 sure.

10 A. It's not stamped as confidential, so that's
11 why I was allowed to read numbers in.

12 COMMISSIONER SCHOENFELDER: You changed the
13 percentages number from 81 percent to 80.2?

14 A. Yes.

15 COMMISSIONER SCHOENFELDER: I want to know if
16 in your experience anywhere, in your knowledge of any
17 industry, where 80 percent is an acceptable standard,
18 if you know that, or an acceptable criteria.

19 A. The way in which staff treated this is that's
20 the --

21 COMMISSIONER SCHOENFELDER: I didn't ask you
22 that, Harlan. I want to know if you know in any other
23 industry other than what -- I mean, I know what staff
24 and the company have discussed that, and I understand
25 what the stipulation was. I understand that. I just

1 want to know if any other area in anyplace else is 80
2 percent performance acceptable.

3 A. I do not know.

4 COMMISSIONER SCHOENFELDER: Thank you.

5 MS. CREMER: Mr. Best, do you recall how the
6 sale of exchanges were accounted for?

7 A. No.

8 MS. CREMER: Thank you.

9 COMMISSIONER NELSON: I have one question.
10 Mr. Best, if your car ran 80 percent of the time, would
11 you find that acceptable?

12 A. No.

13 COMMISSIONER NELSON: If living in South
14 Dakota -- and it gets pretty cold here in the winter --
15 and your heat ran 80 percent of the time, would you
16 think that was acceptable?

17 A. No.

18 COMMISSIONER NELSON: Thank you.

19 MS. CREMER: Any redirect?

20 REDIRECT EXAMINATION

21 BY MS. WIEST: Yes.

22 Q. Go to Exhibit A, page one.

23 A. Of my testimony?

24 Q. Your testimony, at the bottom of the page, or
25 the bottom half of the page, what you have stated as a

1 minimum standard? And this refers to the U S West
2 staff agreement. When you mention the 80 percent --
3 and those numbers are not confidential -- actually what
4 you're referring to is 80 percent of \$1.50 is at risk
5 and that was the penalty for that; is that correct?

6 A. Yes.

7 Q. In order to receive 100 percent of \$1.50 at
8 risk, do you know what the percentage would have been
9 for the first category accessed business office if you
10 would look at Mr. Lehner's testimony and --

11 A. I believe it's 88 percent.

12 Q. How about Repair Bureau?

13 A. 88 percent.

14 Q. Service intervals met within two base days?

15 A. 88 percent.

16 Q. Report rate?

17 A. 1.8.

18 Q. And repair cleared within 24 hours?

19 A. 80 percent.

20 Q. So just to clarify, those would be the
21 percentages U S West would have had to achieved in
22 order to reach \$1.50, except for the bonus points?

23 A. Excluding the bonus points, if they had those
24 percentages and number of reports per hundred lines,
25 yes.

1 Q. And you had some questions relating to
2 records that you checked and for the percentages here.
3 Didn't you ask and receive the numbers that supported
4 these percentages, the numbers behind these
5 percentages?

6 A. Yes. Part of that is shown in Mr. Lehner's
7 testimony, and we received additional support within
8 the data request responses.

9 MS. WIEST: That's all I have.

10 CHAIRMAN BURG: One clarifying: I did not
11 hear what the percent for a hundred percent was for
12 service intervals, the third line down?

13 A. That's 88 percent.

14 CHAIRMAN BURG: The first three are all 88?

15 A. Yes.

16 CHAIRMAN BURG: And one other request I'd
17 have for late-filed is if we get an average for these
18 for the year period that we're reviewing.

19 A. That is the approximate \$1.30.

20 MS. WIEST: Do you have that? You have that,
21 don't you, Mr. Best?

22 A. The only way that I calculated it was going
23 through Mr. Lehner's testimony where he gave the
24 percentages.

25 CHAIRMAN BURG: Would these lines each not

1 have an average if you come across?

2 MS. WIEST: You want a year-to-date average?

3 CHAIRMAN BURG: Yes, for each one of these
4 lines across.

5 A. That would be in what -- in Mr. Lehner's
6 testimony. He gave like --

7 CHAIRMAN BURG: I guess just for ease of us
8 reviewing that, if we could get that for your
9 document.

10 A. Provisioning which is the service interval
11 met.

12 CHAIRMAN BURG: And that would be from
13 January through?

14 A. That would be for February '96 through
15 January '97. Mr. Lehner's testimony showed 81
16 percent.

17 MS. WIEST: Isn't that the number, though,
18 that was corrected?

19 A. Right, but by correcting it, it does not
20 change.

21 CHAIRMAN BURG: It goes from a high 81 to low
22 81?

23 MS. WIEST: No. I thought it went to 82
24 percent.

25 A. Right, but it does not change the effect of

1 the dollar -- call it \$1.30.

2 MS. WIEST: But the corrected number would be
3 80.2?

4 A. 80.2. The reported report rate was 1.02;
5 cleared within 24 hours, 72.5 percent; access to the
6 business office, '94 percent; Repair Bureau was 89
7 percent.

8 CHAIRMAN BURG: Thank you.

9 MS. CREMER: If I understood you correctly,
10 Mr. Best, you eliminated the February and March
11 numbers? You just went from February of '96 through
12 January of '97 and so those last two columns --

13 A. What I did was take Mr. Lehner's testimony
14 where he gave the percentages, put it through my
15 spreadsheet that I have, and came up with the number
16 that is approximately \$1.30.

17 MS. CREMER: Okay.

18 CHAIRMAN BURG: Thank you. That's all I
19 have.

20 MS. CREMER: AT&T, MCI, or U S West, did that
21 prompt anything?

22 MR. LOVALD: No.

23 MR. SAHR: No.

24 MR. HEASTON: No.

25 CHAIRMAN BURG: You're excused.

1 MS. CREMER: Let's take a break at this
2 time.

3 (AT THIS TIME A SHORT RECESS WAS TAKEN.)

4 MS. WIEST: We'll go back on the record.

5 MS. WIEST: I'll call Bob Knadle as my next
6 witness.

7 **BOB KNADLE,**
8 called as a witness, being first duly sworn,
9 was examined and testified as follows:

10 DIRECT EXAMINATION

11 BY MS. WIEST:

12 Q. Could you please give your name and position
13 with the Commission.

14 A. My name is Robert L. Knadle. I'm a utility
15 analyst with the Fixed Utilities Division of the Public
16 Utilities Commission.

17 Q. Do you have your testimony before you which
18 has been marked as Exhibit No. 4?

19 A. Yes, I do.

20 Q. Do you have any corrections?

21 A. No, I do not.

22 Q. If asked the same questions, would your
23 answers be the same?

24 A. Yes, they would.

25 Q. Would you provide a short summary?

1 A. Yes, I could. The purpose of my testimony is
2 to present to the Commission the South Dakota Service
3 Quality Standards that U S West and the Commission
4 staff filed with the Commission in Docket Number
5 TC94-121, which was rejected, and the applicable
6 standards adopted in the other 13 states in which U S
7 West operates.

8 The proposed standards were broken down into
9 the following five categories: Number one,
10 provisioning of service; number two, rate of travel
11 reports; number three, repair of trouble reports;
12 number four, access to repair service center; and
13 number five, access to business service. I've also
14 provided the ranges for the five service quality
15 standards for the other 13 states in which U S West
16 operates. That concludes my summary.

17 MS. WIEST: I would move admission of Exhibit
18 4.

19 MS. CREMER: Any objections? AT&T?

20 MR. LOVALD: No.

21 MS. CREMER: Hearing none, it's admitted.

22 MS. WIEST: And this witness is available for
23 cross-examination.

24 MR. HEASTON: No questions.

25 MS. CREMER: AT&T?

1 MR. LOVALD: No questions.

2 MS. CREMER: MCI?

3 MR. SAHR: No questions.

4 MS. CREMER: Commissioner Schoenfelder?

5 COMMISSIONER SCHOENFELDER: Not right now.

6 Thank you.

7 COMMISSIONER NELSON: Sure. I want to talk
8 to you about the information that you provided in your
9 prefiled testimony. In your testimony you have stated
10 that you originally got information about other states'
11 service standards from U S West. The first question
12 I'd have is what specifically did U S West furnish you?

13 A. They provided me with an exhibit that
14 depicted the service quality standards that they have
15 in the other 13 states in which they operate.

16 COMMISSIONER NELSON: Is it true that you
17 then confirmed this information with the other 13
18 states in the U S West territory?

19 A. Correct. Basically what I did was in their
20 initial data response to staff, they provided that
21 information. I requested further data from the company
22 and which they gave to the Commission. I also called
23 up the different 13 other commissions in which U S West
24 operates and requested data from those commissions,
25 which I received. I used that information in my

1 exhibits.

2 COMMISSIONER NELSON: Is your Exhibit RLK 1 a
3 compilation of the raw data?

4 A. Yes, it is.

5 COMMISSIONER NELSON: Okay. Are you offering
6 any opinion to the Commission as to the appropriateness
7 of U S West's price cap increase proposed in this
8 docket?

9 A. No, I am not.

10 COMMISSIONER NELSON: That will do it for
11 you.

12 CHAIRMAN BURG: The only question I have is I
13 did go through all of that. I found it informative for
14 me. What I would like to request, though, as probably
15 late-filed is that you would make a matrix and we'd
16 make a matrix of each of those in the states so you
17 could compare from one state to the other on one page.
18 I know there's some explanations of it, but you may
19 have to, you know --

20 A. You want a matrix of just those five
21 different categories?

22 CHAIRMAN BURG: Right. The five categories
23 and all the states that you checked them in.

24 A. Okay.

25 CHAIRMAN BURG: That's all I have.

1 MS. CREMER: Did you have anything,
2 Commissioner?

3 COMMISSIONER SCHOENFELDER: No. Thank you.

4 MS. CREMER: On page five, line one, of your
5 testimony, you've got service must be cleared. What is
6 it that you mean by that?

7 A. It means the repair needs to be accomplished
8 so the phone works.

9 MS. CREMER: Okay. And how does South Dakota
10 compare to the other 13 states? Were you able to do
11 any sort of analysis to say they're meeting their
12 customers' needs here, or are we better or worse than
13 the rest? Are we able to determine anything like that?

14 A. I didn't do a comparison of the other states
15 with South Dakota since we do not have any standards.

16 MS. CREMER: Did you get a feel for it in
17 talking to the other states?

18 A. All I did is requested the data that should
19 be reflected on these exhibits.

20 MS. CREMER: What about the other states?
21 Are they meeting their standards in the other states?
22 Do you know that?

23 A. I do not know that.

24 MS. CREMER: Okay.

25 COMMISSIONER NELSON: I have one question.

1 So when I ask you about the Exhibit RLK and you said it
2 was a compilation of the data, is it fair for me to
3 assume, then, you didn't do any interpreting of data;
4 it's just the compilation of the data?

5 A. If on my exhibit it shows a Commission rule,
6 what that would be was that a Commission rule in effect
7 from that state, essentially word for word for what the
8 rule is that they have in effect.

9 COMMISSIONER NELSON: So are you telling me
10 it is just the compilation of the data, or that you
11 interpreted some of the data?

12 A. Basically what it is is it might not be word
13 for word, but it's fairly close.

14 COMMISSIONER NELSON: Can you just say
15 whether or not you considered it a compilation of the
16 data or whether you interpreted the data?

17 A. It's a compilation of the data, obviously.

18 Q. Thanks.

19 MS. CREMER: Any redirect?

20 MS. WIEST: No.

21 MS. CREMER: You're excused.

22 MS. WIEST: For my next witness I would call
23 Leni Healy.

24

25

LANIECE HEALY,

called as a witness, being first duly sworn,
was examined and testified as follows:

DIRECT EXAMINATION

BY MS. WIEST:

Q. Please state your name and position with the
Commission.

A. My name is Laniece Healy. I'm the director
of consumer affairs for the Commission.

Q. And do you have before you your testimony
which is marked as Exhibit No. 6?

A. I do.

Q. Do you have any corrections to that
testimony?

A. No, I do not.

Q. If asked the same questions, would your
answers be the same?

A. Yes, they would be.

Q. Would you please provide a short summary?

A. Yes, I can. My review took two directions.
My first concern was with general consumer issues, such
as planning for growth, safeguarding of emergency
service and restoration of disrupted service. The
second part of my review involved consumer initiated
contacts that the Commission has received. To

1 illustrate my review, I submitted seven exhibits.

2 Exhibit A depicts the number of outages and
3 the affected number of access lines per area. Exhibit
4 B is U S West's response to our questions concerning
5 their growth plan. Exhibit C is U S West's response to
6 our questions concerning provisioning of materials to
7 implement that growth plan. Exhibit D is U S West's
8 quarterly report on their cellular loaner program.
9 Exhibit E is the consumer contact information from the
10 Commission's internal database. Exhibit F is the
11 missed commitments broken down by town. And Exhibit G
12 is the service repair report broken down by towns in
13 South Dakota. That concludes my summary.

14 MS. WIEST: I move for admission of Exhibit
15 6.

16 MS. CREMER: Any objections, U S West?

17 MR. HEASTON: No objection.

18 MS. CREMER: AT&T?

19 MR. LOVALD: No.

20 MS. CREMER: MCI?

21 MR. SAHR: No.

22 MS. CREMER: It's admitted.

23 MS. WIEST: And this witness is available for
24 cross.

25 MS. CREMER: Okay. U S West.

1 MR. HEASTON: Thank you.

2 CROSS-EXAMINATION

3 BY MR. HEASTON:

4 Q. Good afternoon, Leni.

5 A. Good afternoon, Bill.

6 Q. Your exhibits E, F and G, let's start with
7 Exhibit F. How did you come up with the information
8 contained in that exhibit?

9 A. The Commission maintains an internal
10 database, which is used basically as our tracking of
11 different complaints that we receive. The information
12 in that database was extracted and to compile this
13 information.

14 Q. Okay. And are all contacts with the
15 Commission by customers recorded in that database?

16 A. Not necessarily. I would say the majority
17 are.

18 Q. And the majority would be how many? 51
19 percent or --

20 A. I would say a much higher number. Perhaps 90
21 percent.

22 Q. And who maintains the database?

23 A. At different times, different people have.
24 When the system was in Q and A format, most members of
25 the staff could enter information. In late '96 we

1 switched to Microsoft access, and I believe I'm the
2 only one that knows how to run that.

3 Q. So do you have to field all these contacts
4 yourself, or do you rely on information from other
5 members of the Commission staff or the Commissioners to
6 help you in providing the information for this
7 database?

8 A. I rely on all staff members, plus
9 Commissioners.

10 Q. Okay. You have Exhibit E. Are F and G the
11 same way? Are they off the same database?

12 A. Yes, they are.

13 Q. You have various categories for these
14 contacts. How are these categories determined?

15 A. That is subject to the interpretation of the
16 person inputting the information.

17 Q. Okay. Who would initially, though, establish
18 these categories in Exhibit E, for example?

19 A. They would have been established at the time
20 that the information was put into the system by various
21 staff members.

22 Q. So there's -- there was no one staff member
23 who was responsible for establishing this database?

24 A. No. It's just a way of tracking outstanding
25 consumer issues. It was not intended to be a

1 scientific element.

2 Q. Is there any document in the Commission -- in
3 the Commission or the Commission staff that delineates
4 these various categories and explains what they are?

5 A. They are not defined.

6 Q. As I understand it, then, this log is
7 automated. It's not kept manually, it's actually
8 kept --

9 A. It's in a computer system.

10 Q. It's in a computer. Are Exhibits G, F and G
11 -- how is Exhibit E further broken down to generate F
12 and G? I assume that E is the general database and
13 that F and G are two reports that you pull off?

14 A. Separate queries were made to extract this
15 information by town from the same database.

16 Q. When you get -- when you take a customer
17 contact, what's the time lag between the time that that
18 contact is made and you actually populate the database?

19 A. That will vary greatly. The first step is
20 typically to contact the errant company for resolution
21 and then the information is subsequently put into the
22 database. So there is a significant time line upon
23 occasion.

24 Q. What about when some other staff member
25 fields, or a Commissioner fields a customer contact?

1 How long is it normally before you are aware of that?

2 A. It could be days. It could be
3 instantaneously, just depending upon the availability
4 of all parties.

5 Q. And I take it, then, that if I understood
6 your earlier answer correctly, but you are the only one
7 that can input to the database right now?

8 A. As it is now.

9 Q. How long has it been that way?

10 A. It was late in '96. I would say October of
11 '96 before the conversion was made.

12 Q. Is there information on this database where
13 there is more than one contact by the same person or
14 the same subject general subject matter?

15 A. If the contact recontacts us, then it is
16 entered separately.

17 Q. And, as I understand it, this particular
18 report that you've done for Exhibits F, G and H relate
19 only to U S West. You have separate -- do you have
20 separate ways of entering other utility companies,
21 other telephone companies and utility companies in the
22 same data base?

23 A. The database contains all utility matters, so
24 natural gas and electricity are in there as well, along
25 with all telephone companies.

1 Q. In describing your Exhibit E you used the
2 word contacts, customer contacts. Do I take it that
3 what's recorded in the database is not necessarily a
4 complaint, but is just a customer contact?

5 A. That's correct.

6 MR. HEASTON: I have no further questions.

7 MS. CREMER: AT&T.

8 MR. LOVALD: Just several quick questions.

9 CROSS-EXAMINATION

10 BY MR. LOVALD:

11 Q. In connection with Exhibit E, again, I'd just
12 like to ask a couple clarifying questions. The exhibit
13 indicates that the residential customer contacts drop
14 from 904 in 1995 to 385 in 1996. But I notice there's
15 a 660 contacts listed in 1995 for Black Hills EAS. Is
16 that extended area service?

17 A. That's correct.

18 Q. Did that have to do specifically with that
19 proposal that was going on in the Black Hills area at
20 that time?

21 A. Right. Those contacts were either in favor
22 or opposed to that particular issue.

23 Q. And if you removed those numbers on extended
24 area service for the Black Hills both for 1996 and
25 1995, it would change your total substantially in the

1 last page of Exhibit E; is that correct?

2 A. Yes, it would.

3 MR. LOVALD: I don't have any other
4 questions.

5 MS. CREMER: MCI?

6 CROSS-EXAMINATION

7 BY MR. SAHR:

8 Q. On the service repair comparison, I note that
9 the total residential increased from 26 to 62 from 1995
10 to 1996?

11 A. That's correct.

12 Q. Now, do you keep track of any of the reasons
13 for these service repair calls?

14 A. Usually within the resolution portion of the
15 database we would indicate what the difficulty was.

16 Q. Is there anything in particular that happened
17 from 1995 to 1996 or any general trend to account for
18 this increase?

19 A. I could not identify outstanding issues.

20 MR. SAHR: Thank you.

21 MS. CREMER: Commissioner Schoenfelder?

22 COMMISSIONER SCHOENFELDER: I have a couple.
23 Leni, as I guess you covered most of all the reporting
24 was done, that sort of thing. And, obviously, you're
25 the front line person that makes contact with the

1 people who deal with these within the company with
2 other companies other than U S West. So I guess I'm
3 going to ask you something that might be unfair, but
4 not based on numbers, but just upon your experience,
5 because you do this day after day, hour after hour, can
6 you tell just from the tone of voice and the tone of
7 the complaints and the nature of the complaints if
8 things are improving or not? And I'm not asking the
9 numbers because those I can read myself. I'm asking
10 perhaps the attitude of the complainant, or the
11 intensity, or how important those complaints are and
12 how whether they affect life, limb, and emergency
13 services, or whether they're just an interruption of my
14 daily life, so to speak, and how important that is to
15 business. Just general observations on your part, if I
16 could get you to do that.

17 A. In any year we'll have a variety of emotions
18 displayed by the people calling in. If telephone
19 service has been disrupted, that's a critical issue and
20 people tend to be upset. Or if they're not getting
21 their phones on time, they tend to get upset. I can't
22 tell you if it's any worse or any better than it has
23 been in previous years as far as attitude, but those
24 attitudes do exist.

25 COMMISSIONER SCHOENFELDER: What about the --

1/02

1 I guess the importance or up the chain, how it would
2 affect the economics, plus health, safety, and welfare,
3 are those complaints up or down? Can you tell that?

4 A. I really don't have a feel for that.

5 COMMISSIONER SCHOENFELDER: Okay. I know
6 there has been at least one time that I can recall, and
7 that's been quite some time ago, and I would like to
8 know if that's happened recently, where we've had calls
9 about outages, fiber cuts, those kinds of things before
10 even the Sioux Falls office knew that.

11 A. That has happened, yes.

12 COMMISSIONER SCHOENFELDER: Has it happened
13 recently?

14 A. No, it has not.

15 COMMISSIONER SCHOENFELDER: Has there been an
16 improvement in that, you think, or this is just we
17 don't know yet?

18 A. It could be that there have been fewer
19 occurrences. It could also be that U S West has
20 detected that earlier. I really can't define that for
21 you.

22 COMMISSIONER SCHOENFELDER: And would you
23 expect that our numbers of missed orders and not
24 getting the repairs done on time and not provisioning
25 the service on time, that our numbers there should be

1 smaller than the company's should be?

2 A. Significantly, yes.

3 COMMISSIONER SCHOENFELDER: Okay. And you
4 would expect that to be that way. Also, in your
5 experience, when are the peaks and the valleys in the
6 complaints, especially in the new construction areas
7 provisioning that to new growth areas?

8 A. Typically at the end of the construction
9 season when people are ready to move into their homes,
10 there tends to be an increase due -- an increase in
11 those people who are not served as quickly as they
12 thought they should be or when they were promised.
13 Historically that's been the case.

14 COMMISSIONER SCHOENFELDER: Okay. And then
15 in the other businesses that you've had contacts with,
16 both in this job and in other jobs in the past, where
17 would you rate 80 percent performance at, would that be
18 an acceptable rate in your opinion?

19 A. Probably not.

20 COMMISSIONER SCHOENFELDER: Thank you.

21 CHAIRMAN BURG: Just a couple. You indicated
22 that Exhibit E is all consumer contacts dealing with
23 U S West; is that correct?

24 A. That's correct.

25 CHAIRMAN BURG: Would it be more accurate to

4/04

1 say that F and G would be complaints? I mean, I guess
2 what I'm saying is when you talk about missed
3 commitments, would that be -- would there be a contact
4 about a missed commitment?

5 A. No, that would be a complaint.

6 CHAIRMAN BURG: So F and G you could pretty
7 well classify as all the numbers in there would be a
8 complaint?

9 A. Strictly complaints.

10 CHAIRMAN BURG: Because the numbers don't add
11 up. F and G together won't total what E is.

12 A. Right.

13 CHAIRMAN BURG: E is all contacts. F and
14 G --

15 A. Are specific to those complaints.

16 CHAIRMAN BURG: Are specific complaints both
17 about commitments and what's the other one, repair
18 service?

19 A. Right.

20 CHAIRMAN BURG: I believe that's all I have.

21 COMMISSIONER NELSON: Based on your research
22 and, as you characterized it, the information
23 represented by U S West, what does the information give
24 this Commission to assist it in making up our minds in
25 whether it should or shouldn't approve U S West's price

1 cap increase asked for in this docket?

2 A. If I were a Commissioner, I would want to
3 make sure that there is a development plan for growth
4 and that provisioning for that growth is also part of
5 their plan. And I would also want to maintain
6 emergency service protection. That information has
7 been provided.

8 COMMISSIONER NELSON: If your car ran 80
9 percent of the time, would you find that acceptable?

10 A. If I bought it for \$50 maybe. I would not be
11 pleased with it and probably would not find it
12 acceptable.

13 COMMISSIONER NELSON: Would you probably live
14 with the car that ran 80 percent of the time?

15 A. Probably not.

16 COMMISSIONER NELSON: Do you have an opinion
17 as to the appropriateness of U S West's price cap
18 increase as proposed in this docket?

19 A. No, I do not. The staff is still considering
20 all of the information that is being gathered as this
21 hearing moves on.

22 COMMISSIONER NELSON: You have no personal
23 opinion?

24 A. No, I do not.

25 COMMISSIONER NELSON: Thank you.

406

1 MR. JACOBSON: I just have one question. In
2 dealing with your interaction with U S West as the
3 consumer representative, you work with a lot every
4 day. A lot of changes has gone on over the last two
5 years; is that correct?

6 A. Yes.

7 MR. JACOBSON: Would you consider that the
8 response time, turnaround time and the results that you
9 have observed through these changes, has that improved
10 or not?

11 A. It's about the same.

12 CHAIRMAN BURG: One additional question I
13 had: You indicated that under the current system
14 you're really the only one that can enter the data.
15 How do you receive that from other people that take
16 complaints?

17 A. Either E-mails or handwritten notes.

18 CHAIRMAN BURG: E-mail would be through the
19 computer, but it's all basically a long hand or
20 narrative?

21 A. I would have to re-enter it.

22 CHAIRMAN BURG: -- a narrative approach. And
23 you would to have re-enter it into your database?

24 A. Right.

25 COMMISSIONER SCHOENFELDER: I have one more.

407

1 I'm sorry I missed it. You have, I know, just recently
2 even dealt with what I've described and someone has
3 described to me as a executive complaint area that's
4 within U S West; and someone here testified that was
5 one person. Do you know that's one person? Can you
6 explain to me how that works a little bit and what kind
7 of results we have dealing with this area, I guess, or
8 person?

9 A. The consumer complaints for South Dakota and
10 Nebraska are handled in Denver in the executive offices
11 of U S West by Mike Gosline. Mike is a very dedicated
12 and hard-working person. And I would say that his
13 performance is no worse or better than anyone else's
14 has been in the past.

15 COMMISSIONER SCHOENFELDER: But do you know
16 if he does this area alone?

17 A. Yes, he does.

18 COMMISSIONER SCHOENFELDER: Wouldn't it be
19 reasonable if he gets so far behind that it's like he's
20 supposed to respond in two hours and he hasn't
21 responded for two days, that U S West might perhaps be
22 should be allocating more resources there?

23 A. I would like to see ten people in the
24 consumer complaint division because I would like to
25 have the consumers handled quickly. I guess I'm not in

1 a position to know what U S West's management plan is
2 for the executive area.

3 COMMISSIONER SCHOENFELDER: However, Leni,
4 you must have an opinion. Whatever their plan is their
5 own business. However, you must have an opinion just
6 on a day-to-day basis whether that's properly staffed
7 or not, or at least staffed adequately to handle our
8 concerns or your concerns.

9 A. I believe it to be adequate.

10 COMMISSIONER SCHOENFELDER: Okay. Thank
11 you.

12 MS. CREMER: Do you know what the total
13 number of telecommunications complaints were for 1995
14 and 1996?

15 A. I have that information, but not available
16 with me right now.

17 MS. CREMER: You could get that to the
18 Commission, though?

19 A. Yes, I can.

20 MR. HEASTON: Can I ask for a clarification?
21 Are you talking complaints or contacts?

22 MS. CREMER: I'm sorry, contacts. It would
23 be the same thing, contacts. Would you know, without
24 it being a guess, the percentage of those that apply to
25 U S West?

1 A. Well, for many reasons, the majority of the
2 telecommunications complaints would involve U S West.
3 We have more jurisdictional powers over U S West, and
4 they have by far more customers in our state than any
5 of the other operating companies do.

6 MS. CREMER: Regarding that cellular loaner
7 program, you're familiar with that and you have
8 attached an exhibit?

9 A. Yes.

10 MS. CREMER: In your opinion, has this
11 program worked to alleviate the concerns that the
12 consumers had which brought this cellular loaner
13 program about?

14 A. In many cases it helped substantially.
15 Ultimately the consumers want their permanent service
16 as quickly as possible. This does help bridge the gap
17 for those people who are not intimidated by cellular
18 service. So, yes, I think it has been quite a success.

19 MS. CREMER: On Exhibit E, page one.

20 A. Yes.

21 MS. CREMER: I notice under billing for '96
22 it's quite a high number or in comparison to the rest.
23 What does billing entail in that category? What sorts
24 of --

25 A. It involves quite a few things.

4/10

1 MS. CREMER: Okay.

2 A. By and large, it would be people complaining
3 about the rates for which they are being billed for
4 intrastate service by U S West. They think those long
5 distance charges within the state are too high. And,
6 again, these include contacts and not just complaints.

7 MS. CREMER: Right.

8 A. It could be that they have been billed for
9 services that they did not request, such as Caller ID
10 and any of the multitude of services that they offer.
11 It could be that the initial contact that we received
12 indicated that on their U S West billing there was a
13 problem with an interstate carrier, long distance
14 carrier. There are just many, many issues involved in
15 that billing category.

16 MS. CREMER: Okay. That was my question. I
17 wasn't sure if it just went to rates or what that was.
18 On page six of your testimony in answer to a question,
19 which must start on page five, obviously. I guess I
20 wasn't clear in your answer. Your answer was the
21 information was provided to help determine if these
22 issues were isolated to areas experiencing unique
23 problems or unexpected growth. So is my understanding
24 of your answer is you couldn't make any sorts of
25 determination from those numbers to help you determine

1 if this was an isolated incident. Is that right?

2 A. My purpose was to see if there were
3 particular areas where growth had expanded so quickly
4 that U S West did not detect it in time and caused a
5 problem. It would appear from the information that the
6 two issues that I chose to review were on a statewide
7 level; that there were no big pockets of difficulties
8 in any area.

9 MS. CREMER: Okay. And then the only other
10 area that I noticed the numbers were in the land
11 development fees. Was that an isolated area?

12 A. Yes, it was.

13 MS. CREMER: Was that the Black Hills?

14 A. Yes, it was.

15 MS. CREMER: There were no concerns about
16 that anywhere else in the state, as far as you
17 remember?

18 A. There were two or three but not enough to
19 indicate any large problem.

20 MS. CREMER: Okay. That's all I'd have.
21 Does that -- redirect?

22 MS. WIEST: Yes.

23 REDIRECT EXAMINATION

24 BY MS. WIEST:

25 Q. In response to a question from Mr. Heaston, I

412

1 believe your response was did they contact -- recontact
2 us, it is entered separately. Just to clarify that
3 statement, if a consumer contacted you again, but it
4 was about the same problem that that person had
5 contacted you earlier, would that actually be counted
6 as a separate contact?

7 A. It would if their contact indicated that they
8 were not satisfied with either the timeliness of a
9 resolution or the resolution itself.

10 Q. And under what circumstances would it not
11 then, not be contacted at a separate contact?

12 A. Just to generally comment on the resolution.
13 If they were placed with the resolution and called us,
14 that would not be entered again.

15 MS. WIEST: Okay. Thank you. That's all I
16 have.

17 (Page 214 was sealed due to confidentiality.)
18
19
20
21
22
23
24
25

1 COMMISSIONER NELSON: I have a question. On
2 this Exhibit D you talked about the cellular loaner
3 program in the report.

4 A. Right.

5 COMMISSIONER NELSON: Why is it on page four
6 you talk about customers, and the numbers this quarter,
7 and the total numbers of customers cumulative, and then
8 you get down in there talking about participating 30
9 days or more this quarter, or 30 days or more
10 cumulative, and it goes ninety to 119. In most of
11 these categories it says that those numbers aren't
12 applicable. Why is that?

13 A. Perhaps the length of the loaner was shorter
14 than the 30 or 90 days.

15 COMMISSIONER NELSON: So you're saying one
16 can assume the numbers indicated in the South Dakota
17 column that they would not have been for a period
18 longer than 30 days?

19 A. That's my impression.
20
21
22
23
24
25

4/14

1 COMMISSIONER NELSON: Okay. Thank you.

2 MS. CREMER: Any recross?

3 MR. JACOBSON: I just have one more quick
4 question about, I believe it's that same exhibit, maybe
5 not. But I'm looking at all the different towns that
6 show the construction projects, the NALG's. And
7 explain what a negative construction project is.

8 A. I'm not sure.

9 MR. JACOBSON: Okay.

10 COMMISSIONER SCHOENFELDER: Was that a U S
11 West generated report?

12 A. Yes, it was.

13 COMMISSIONER SCHOENFELDER: Maybe we could
14 ask someone from U S West about that. Thank you.

15 MS. CREMER: Bill, recross?

16 RECROSS-EXAMINATION

17 BY MR. HEASTON:

18 Q. Leni, I don't mean to put you on the spot,
19 but in your position dealing with the customers and
20 having a front line view of telephone service, it's not
21 your impression that U S West's network is only
22 operating 80 percent of the time, is it?

23 A. No.

24 MR. HEASTON: Thank you.

25 COMMISSIONER NELSON: I have a question to

415

1 follow up on that. Would it be fair to say that that's
2 true for some people?

3 A. I have no knowledge of that.

4 COMMISSIONER NELSON: Thank you.

5 MS. WIEST: I don't have anything further.

6 MS. CREMER: You may be excused.

7 MS. WIEST: Staff would call its next
8 witness, Mr. Wegman.

9 **STEVEN M. WEGMAN,**

10 called as a witness, being first duly sworn,
11 was examined and testified as follows:

12 DIRECT EXAMINATION

13 BY MS. WIEST:

14 Q. Would you please state your name and position
15 with the Commission.

16 A. My name is Steven M. Wegman. I'm a policy
17 analyst with the South Dakota Public Utilities
18 Commission, State Capitol Building, Pierre, South
19 Dakota.

20 Q. Do you have before you what has been marked
21 as Exhibit No. 5?

22 A. Yes.

23 Q. Is that your prefiled testimony?

24 A. Correct.

25 Q. Do you have any corrections?

4/16

1 A. No.

2 Q. If asked the same questions, would you give
3 the same reply?

4 A. Yes.

5 Q. Please provide a short summary.

6 A. My testimony was provide review of the
7 Investment Plan; also, site visits to Denver, Colorado;
8 Littleton, Colorado, at the Service Assurance Center
9 and Network Reliability Center; in Des Moines, a review
10 of the Personal Service Group business office, Group
11 Repair Office; and we took a site tour of the central
12 office and network features at the Des Moines office.
13 In Sioux Falls we reviewed the facilities that were
14 installed with the U S West employees, discussed the
15 investment plans and some of the details in it,
16 including the Junius battery, blocked calls and slow
17 dial tone problems, and provisioning of specials in
18 South Dakota.

19 MS. WIEST: I would move for admission of
20 Exhibit No. 5.

21 MS. CREMER: Any objection, U S West?

22 MR. HEASTON: No.

23 MS. CREMER: AT&T?

24 MR. LOVALD: No.

25 MS. CREMER: MCI?

417

1 MR. SAHR: No.

2 MS. CREMER: It's admitted.

3 MS. WIEST: This witness is available for
4 cross.

5 MR. HEASTON: No questions.

6 MS. CREMER: AT&T?

7 CROSS-EXAMINATION

8 BY MR. LOVALD:

9 Q. Mr. Wegman, on page three, line 17, of your
10 prefiled, or your testimony, you have stated U S West
11 develops over 800 various reports for the 14-state
12 Public Utility Commissions. Where did that particular
13 number come from?

14 A. That number came in the discussion that we
15 had with U S West in Denver with our staff people. And
16 then Harlan, staff analyst, Mr. Best, also verified it
17 was 800 and 70 some.

18 Q. I heard another number today like 873. We're
19 talking about the same subject?

20 A. That's correct.

21 Q. Is it your recollection that all 800 of those
22 reports are computer-generated?

23 A. Those reports originate from a
24 computer-generated, but they are hand-generated for
25 each of the Commission specifically.

1 Q. So it's computer information but it's hand
2 compiled in various reports?

3 A. That's correct.

4 Q. Is there some particular department at U S
5 West that compiles all of these reports, or is this,
6 you know, a system-wide system?

7 A. That question would be best directed to U S
8 West.

9 MR. LOVALD: I don't have any other
10 questions.

11 MS. CREMER: MCI?

12 MR. SAHR: I have no questions.

13 MS. CREMER: Commissioner Schoenfelder?

14 COMMISSIONER SCHOENFELDER: Yes. Mr. Wegman,
15 I would have some other questions to ask you, but I
16 want to go through the investment. And understanding
17 that you are not a technical expert, as such, you heard
18 the questions I asked about the new statute that I
19 asked, about the implementation of the new statute from
20 Mr. Lehner, did you not?

21 A. Yes.

22 COMMISSIONER SCHOENFELDER: Do you want me to
23 go through those again?

24 A. Yep.

25 COMMISSIONER SCHOENFELDER: Okay. Do you

1 need me to read what the narrow band network is?

2 A. I remember reviewing it with the --

3 COMMISSIONER SCHOENFELDER: But it's both B
4 channels circuit, both B channel circuit and B channel
5 packet switching capabilities. And then I'm still
6 concerned about the three mile --

7 A. 18,000 foot limitation.

8 COMMISSIONER SCHOENFELDER: Right, but that
9 limitation. And I want to know if you found anything
10 out there that says that is available or is not
11 available and is this stuff available, to your
12 knowledge as enacted in the statute?

13 A. I'm still verifying on the governor's plan.
14 The information that U S West had submitted to me said
15 that they do conform with the governor's plan on ISDN
16 deployed with the 16 channel barrier packets, 64 Kb
17 channels on each channel. And what I want to do yet is
18 still verify if that is correct. On the 18,000 foot
19 limitation, that's a very known fact that the 18,000
20 foot is an electrical consideration characteristic of
21 the telephone cable because it depends on which gauge
22 size wire that they use, how far they can push the
23 signal as far as loss because of resistance in the
24 copper wire. To get beyond the 18,000 foot, you need
25 to put in typically PAIR GAIN materials, kind of a

420

1 generic term. Which what it is, in essence, is a
2 repeater or amplifier to it to get it beyond. The
3 longest system, the longest actual working customer in
4 South Dakota we have is, in essence, right around
5 32,000 feet from the central office.

6 COMMISSIONER SCHOENFELDER: That's --

7 A. That's more than 18,000 feet.

8 COMMISSIONER SCHOENFELDER: Yeah, I figured
9 that. Go ahead.

10 A. In the tariff that's filed with U S West says
11 that they will provide ISDN up to 18,000 feet in South
12 Dakota from the wire center and beyond that, but in the
13 tariff it says it's not qualified, which means it could
14 be -- and I'm interpreting here. I would make the
15 assumption that it would be 56 kilobits rather than 64.

16 COMMISSIONER SCHOENFELDER: Okay. So then
17 that would not meet the criteria in the new statute; is
18 that right?

19 A. At that point, yes, it would not meet the
20 criteria.

21 COMMISSIONER SCHOENFELDER: Okay. So then
22 does that mean it's B packet switching or B channels?
23 Can you explain that, please?

24 A. That portion I'm still trying to verify from
25 U S West.

1 COMMISSIONER SCHOENFELDER: Okay. Have you
2 ever seen this technology in the network that you,
3 yourself, can verify that it's there?

4 A. Yes. In talking to -- in using the picture
5 televideo conferencing system, one of the
6 characteristic features that it has in it, the machines
7 are either set for Switch 56 or for ISDN or ISDN only.
8 If you're using an end only machine, it has a
9 diagnostic check. Each time a call is placed, it will
10 tell you what type of connection that you have and at
11 what bit rate it's running at. The other feature it
12 also has it tells you how much error data that there is
13 lost. In other words, how poor or how good a
14 connection would be. And in talking to the vendors,
15 they have been quite satisfied with U S West in the
16 past 12 months.

17 COMMISSIONER SCHOENFELDER: Where have you
18 used the picture televideo at?

19 A. There are 72 sites in South Dakota. What I
20 did is contacted one of the major vendors on it.

21 COMMISSIONER SCHOENFELDER: Okay. And as you
22 went through the Investment Plan, did you verify, you
23 know -- now I don't know where it's at. I don't have
24 it in my notes. But each one of the investments that
25 U S West was supposed to make into the network, the

1 added features, let's start with the SONET ring and the
2 ring technology that reverses the signal. I forgot the
3 title of it.

4 A. SONET technology is Synchronous Optics
5 Network which provides --

6 COMMISSIONER SCHOENFELDER: But I want to
7 know --

8 A. In South Dakota there are two rings, a large
9 ring and a smaller ring. The large ring is from
10 basically from Sioux Falls to Aberdeen to Pierre, to
11 the Vivian junction back to Mitchell to Sioux Falls.
12 The small ring runs from Sioux Falls to Madison to
13 Huron, Mitchell, back to Vermillion, Yankton, to Sioux
14 Falls again.

15 One unique thing that's unique about these
16 rings that these are the longest SONET networks that U
17 S West has in operation in lengthwise. These two rings
18 are the two longest rings. The second part is that
19 they have done fairly well extensive testing on it
20 before they put the public switch network on it. In
21 March 29 of '97 when the flood came through Okiboji
22 Creek, washed out the fiber and the ring was broken,
23 the wiring was survivable. No one noticed a problem in
24 the network. And in talking to some of the major
25 customers that are on the network, I asked them did

1 they notice any alarms on their system on that day.
2 Did they notice any interruptions in the service? And
3 they said they did not. So I felt satisfied that the
4 ring was survivable.

5 COMMISSIONER SCHOENFELDER: And that's the
6 self-healing -- I'm sorry, I used the wrong
7 terminology. But outside of that, did you check with
8 some customers? Do you know about the testing on the
9 others and how would you verify that over and above
10 just asking U S West? Did you have some methodology by
11 which you verified that they had been tested and that
12 they will work?

13 A. The information I got from U S West was that
14 they tested it. They said they went through their
15 normal testing sequence using a fiber check 5,000.

16 COMMISSIONER SCHOENFELDER: Did you have any
17 way to check what they said?

18 A. Only through the written documentation that
19 they sent. They said, "This is our normal operating
20 procedure. This is what we use."

21 COMMISSIONER SCHOENFELDER: But as they do
22 this, the testing for the normal operating procedure,
23 do they have a checklist that's a document that's filed
24 that you can check that document so that a way to
25 measure the performance of that technology?

1/24

1 A. I don't have the actual document that they
2 used to check it. But I have a copy of a document that
3 they used. This is the procedure.

4 COMMISSIONER SCHOENFELDER: I don't mean
5 that. But you're comfortable with the documentation
6 you have?

7 A. Correct.

8 COMMISSIONER SCHOENFELDER: So you feel like
9 you verified that test?

10 A. The actual verification of the test is when
11 the fiber was broken and the customers did not notice
12 any interruptions.

13 COMMISSIONER SCHOENFELDER: But that was only
14 one small part of it.

15 A. If you break --

16 COMMISSIONER SCHOENFELDER: There's two other
17 rings; right?

18 A. There's only one ring, the small eastern
19 ring. If you break the ring one place, the way a SONET
20 network works is that you have a transmitter and
21 receiver. They send a signal simultaneously to all the
22 other transmitter and receivers. If it does not
23 receive the signal from both of them within a
24 prescribed time, it sends an alarm to Plymouth,
25 Minnesota, to the Quality Assurance Center that the

4/25

1 system is not operating correctly. That's when they go
2 out and dispatch a crew to find out what is the
3 problem. And in the meantime, the information is still
4 passed on to the correct switching office to get to
5 complete the call.

6 COMMISSIONER SCHOENFELDER: Okay. So you're
7 comfortable with the test on that one and the other one
8 you think is verified enough by on paper?

9 A. Should be, yes.

10 COMMISSIONER SCHOENFELDER: Okay. Let's go
11 through the deployment of all of the Investment Plan.
12 Did you, in fact, check the technology to see it's
13 deployed, the CLASS services, and how did you verify
14 it?

15 A. Yes. Verified it through both written
16 documentation from U S West and also in talking to end
17 consumers. The other thing is that.

18 COMMISSIONER SCHOENFELDER: Do you have
19 instances where you've laid out -- I know it it's not
20 in your testimony of which consumers you talked to on
21 each issue.

22 ... It's a variety of consumers. Typically it's
23 with the other utility companies. It may be something
24 as good as Pizza Hut, because they use CLASS caller as
25 to order pizzas and to verify that's the person that's

1 ordering the pizza. Because if they have one feature
2 when you deploy --

3 COMMISSIONER SCHOENFELDER: How many cities
4 are Pizza Huts in in South Dakota? I want to know. I
5 may want to order pizza.

6 A. Any town that's of good size.

7 COMMISSIONER SCHOENFELDER: A very precise,
8 accurate, scientific answer. Thank you.

9 A. When you deploy one feature of CLASS, if you
10 deploy Caller ID or any of the things like that, then
11 all of the features go with it.

12 COMMISSIONER SCHOENFELDER: Okay. Let's go
13 through the single party service. Have you checked on
14 that? And tell me where that is.

15 A. In my testimony it gives the exact numbers of
16 where we are from after I started the count, from after
17 the sale of the exchanges, to the present. And
18 typically what U S West is -- their philosophy that
19 they're currently using is taking care of those
20 problems that are problem maintenance problems, which
21 is usually associated with Anaconda Copper Carrier
22 Systems, and those systems are being changed out
23 faster. The other area that's being changed out are
24 those areas where they have lack of facilities offer
25 high growth areas which would building like in the

1 Black Hills area.

2 COMMISSIONER SCHOENFELDER: The SMAS?

3 A. SMAS, Special Metallic Access.

4 COMMISSIONER SCHOENFELDER: Is that being
5 deployed at this time?

6 A. Yes, it is.

7 COMMISSIONER SCHOENFELDER: And what did you
8 do to verify that?

9 A. Basically talked to some of the customers
10 that use that system along with the DACS, which is
11 digital access crossconnects.

12 COMMISSIONER SCHOENFELDER: But you only
13 talked to customers. You don't have any -- like you
14 didn't look at invoices. You didn't look at where it
15 was deployed or --

16 A. I looked at equipment sitting on the shelf
17 though.

18 COMMISSIONER SCHOENFELDER: Sitting on the
19 shelf, or was it being used?

20 A. It was installed with the lights on with a
21 test going through its sequences. It was in use.

22 COMMISSIONER SCHOENFELDER: What about Frame
23 Relay?

24 A. Looked at the switches there that are
25 deployed in Sioux Falls, and we have three more

1 switches going in '97 year.

2 COMMISSIONER SCHOENFELDER: What about ATM
3 switches?

4 A. Did not see -- don't recall. That's not on
5 the deployed yet.

6 COMMISSIONER SCHOENFELDER: I thought they
7 were in the process of starting to do that. I might
8 have misinterpreted.

9 A. That will be in the third quarter of '97
10 year.

11 COMMISSIONER SCHOENFELDER: And the local
12 fiber has not been?

13 A. Local fiber is in the engineering stage in
14 Watertown.

15 COMMISSIONER SCHOENFELDER: How about RSM,
16 the switches?

17 A. The switched modules for Redfield and for
18 Mitchell will be installed probably third quarter '97.

19 COMMISSIONER SCHOENFELDER: Okay. What about
20 Internet service deployed by '96?

21 A. Internet service is available. It works.
22 I've used it, and it is available in all of U S West
23 communities.

24 COMMISSIONER SCHOENFELDER: Now, you've used
25 it in all of the U S West communities?

429

1 A. No. I've just used it in Sioux Falls.

2 COMMISSIONER SCHOENFELDER: And the distance
3 learning thing is part of the plan that they are
4 working with the schools. I wanted to ask you about
5 the situation -- first of all, you talked about
6 specials. Tell me what specials are.

7 A. Specials are like DS1's, DS2, DS3's, DSO's,
8 WATS lines, in my testimony it has the -- if you go to
9 page eight, line 18, which would -- I've comprised it
10 so it lists all the U S West specials, which would be
11 Centrex, Digital Data Service, DS1's, DS3, Feature
12 Group C, Feature Group D, ISDN, Private Line, SwitchNet
13 56, Wide Area LAN, and WATS service.

14 COMMISSIONER SCHOENFELDER: Okay. That
15 answers that question. Tell me a little bit about the
16 Junius situation and how if you think we have potential
17 for that to happen again and what your opinion is on
18 it.

19 A. Junius is a situation where the batteries
20 were not replaced on time. There they were a bad set
21 of batteries, and an alarm should have been sent off to
22 Plymouth, and a technician should have been dispatched
23 on it. The condition in that particular case in
24 talking to both the rural electric cooperative and the
25 phone company in this particular case, there was an

1 extensive drift to get to the area, so that was one of
2 the reasons why they had a long outage on it. One of
3 the data requests that we're still evaluating is how
4 many digital subscriber line units they have out there
5 in the field installed. The key thing is that with
6 these battery technologies and with them installing
7 them more, this is going to be more of a -- could be
8 more high profile area of concern.

9 COMMISSIONER SCHOENFELDER: Okay. Let's talk
10 about their forecasting for growth areas. I think you
11 talked about suggesting they use EROS Data, that type
12 of thing. What did you look at in their planning for
13 growth areas? And just give me a brief outline of what
14 your opinion is about that.

15 A. Current forecasting is using historic growth,
16 along with looking at some information from the field.
17 They also contract with several individuals in the
18 community or in the state to get information as how
19 many lines or where they're going to be built at, homes
20 are going to be constructed at. And one of the things
21 that was -- that I brought to their attention was since
22 they have Internet connection, is the contact the city
23 home pages in each of these cities. They could get the
24 actual building permits that were taken out or
25 contacting through EROS Data Center, getting actual

1 photographs within 28 to 38 days after the satellite
2 has passed to kind of get a real time value of what
3 kind of development these people are having out in the
4 field. One of the things that we've been working with
5 the home buildings on has been common trench
6 technology, which would also kind of alert U S West on
7 future growth in that community.

8 COMMISSIONER SCHOENFELDER: Okay. And you
9 think that will help solve the problem?

10 A. That would help mitigate some of the problem.

11 COMMISSIONER SCHOENFELDER: Okay. You talked
12 about in some places that U S West did not have
13 sufficient trunking in the Sioux Falls exchanges and
14 that was partly because you were migrating from a 1A to
15 a 5E switch, or you were migrating in a large number of
16 customers from there. You're talking here about there
17 were no orders pending due to insufficient trunking
18 capacities at this time. What was the time?

19 A. U S West, in the data response that we
20 requested, was what I understand to have ongoing
21 monitoring that they do for trunking. And for 1997
22 currently they do not have any -- they feel they have
23 sufficient trunking in the 13 switches that are out
24 there. But this is something that they're monitoring
25 at a more real time basis. I don't know what the -- I

1 don't have the exact interval date on it, if it's a
2 30-day or daily item. But it's something they're more
3 concerned with than they were in the past.

4 COMMISSIONER SCHOENFELDER: I think that's
5 all I have. Thank you.

6 COMMISSIONER NELSON: Let's go back to the
7 Junius battery thing again. The batteries weren't
8 replaced in a timely fashion. What is the length of
9 the life of that battery anyway?

10 A. In talking to other switch manufacturers and
11 vendors, typically the life is somewhere between 24 and
12 36 months.

13 COMMISSIONER NELSON: No. I mean like how
14 many hours?

15 A. Oh, hours? Typically it depends on what the
16 customer base would be, but typically would be between
17 four to eight hours.

18 COMMISSIONER NELSON: Do you feel that's
19 adequate for this kind of a situation?

20 A. If commercial power is available 99 percent
21 of the time, the answer would be yes. Typically the
22 batteries is just to provide just a float charge over a
23 period of time that the outage wouldn't be extended,
24 but because of the weather conditions this year,
25 actually to go back a couple years, this may be more of

1 a problem for the company because the commercial power
2 just isn't available.

3 COMMISSIONER NELSON: So?

4 A. Or is not as reliable.

5 COMMISSIONER NELSON: So the answer to my
6 question that you feel it's reliable only if we're
7 never going to have a shortage of electricity?

8 A. That's correct.

9 COMMISSIONER NELSON: Then can I say -- can
10 we reach the conclusion that's not probably not
11 reliable enough? I mean, I think it's unrealistic to
12 expect we're never going to have a shortage of
13 electricity.

14 A. If you make the assumption that the electric
15 providing utility is reliable, is within 90 percent or
16 95 percent, or 98 percent, four-hour battery life
17 should be adequate.

18 COMMISSIONER NELSON: Do you know if that is
19 accurate? I mean do you know if we really have that
20 kind of reliability that we can depend on?

21 A. We had that reliability prior to October of
22 1994 before the big storms tore down most of the
23 electrical system in Eastern South Dakota. Since that
24 time our electric system has been more fragile. We've
25 had more outages due to the ice and storm damages of

1 the past two winters.

2 COMMISSIONER NELSON: Is that because we
3 haven't been able to rebuild the system to where it was
4 or because we've had more storms?

5 A. It's a combination of both. It's due to we
6 haven't rebuilt the system 100 percent the way it was;
7 and, two, is because of the storm weather conditions
8 have been very severe.

9 COMMISSIONER NELSON: So you feel the system
10 is still 90 percent reliable or 95 percent reliable?

11 A. I would have to go back and check with the
12 data with the rural electric in these cases to find
13 out what their reliability is.

14 COMMISSIONER NELSON: Are you saying, though,
15 then, that I can't really expect you to give me an
16 answer about whether or not four hours or five hours
17 would be a reliable back-up system?

18 A. U S West would probably make some type of
19 engineering determination as what is reliability as far
20 as a time base on it.

21 COMMISSIONER NELSON: I guess I'm asking you
22 for what you feel, not what U S West might decide.

23 A. I would think that eight hours would be
24 adequate.

25 COMMISSIONER NELSON: But yet you think this

1 battery, what did you say, four to five hours?

2 A. I'm not sure on the Junius battery how many
3 average hours it was designed for in particular. The
4 batteries were just -- they were -- they wouldn't
5 sustain. Probably they were bad. They would not
6 probably sustain a half hour.

7 COMMISSIONER NELSON: The answer that I'm
8 trying to get at whether or not having the battery that
9 my understanding lasts for four or five hours is a
10 reliable back-up system?

11 A. In normal utility, electric utility
12 operations, they get the power restored within four
13 hours if it's just a small outage. But when they have
14 many outages, it's going to be a longer outage.

15 COMMISSIONER NELSON: Is it true in the
16 Junius situation power was out for 36 hours and that
17 there were long periods for over at least three times?

18 A. It was out for a very long time, and 36 hours
19 might have been conservative. It may have been out
20 there quite some time, because in talking to Sioux
21 Valley Electric, which is the power supplier in this
22 case, the snow drift that they had to go through was a
23 little over two and a half miles just to get to the
24 area, and there was no way for them to get there. They
25 were trying to get there by snowmobiles.

1 COMMISSIONER NELSON: Isn't it also true this
2 happened not once, but three times?

3 A. That is correct.

4 COMMISSIONER NELSON: And it is my
5 understanding that at least one of the other times it
6 was not a snow storm?

7 A. That I'm not quite sure on.

8 COMMISSIONER NELSON: Okay. When you talked
9 about the Internet and whether or not it's deployed,
10 you said the source of your information was U S West;
11 right?

12 A. Correct.

13 COMMISSIONER NELSON: And I didn't catch how
14 you said you confirmed the information except that you
15 might have used it in Sioux Falls. Is there any other
16 way that you can confirm this is deployed statewide?

17 A. Yes, in talking to the school districts that
18 subscribe to the service.

19 COMMISSIONER NELSON: Okay. And for RSM did
20 you consider the information provided you to be
21 speculative in manner, or did you feel that it was
22 factual?

23 A. The company has been very factual on its
24 forecast of deploying equipment and technology to date.

25 COMMISSIONER NELSON: Okay. On page two of

1 your prefiled testimony you investigated many facets of
2 the docket, and I guess I'd like to talk briefly with
3 you about some of that. You stated that you
4 interviewed staff and administrators at public
5 schools. What schools and how many administrators did
6 you talk to?

7 A. Talked to Sioux Falls, Hill City, Madison,
8 Vermillion, Yankton, Pierre, Rapid City.

9 COMMISSIONER NELSON: So of about 178 school
10 districts, you talked to one, two, three, four, five,
11 six; is that right?

12 A. Well, no. Then I have, excuse me, Madison.
13 Did I include Madison? Aberdeen.

14 COMMISSIONER NELSON: So just approximately
15 how many people? I don't need to know. I guess I
16 could live with --

17 A. I mean probably, you know, somewhere in the
18 neighborhood of ten to 15 school districts and 20 to 25
19 people. Maybe more, maybe less.

20 COMMISSIONER NELSON: Who were the South
21 Dakota based Internet providers that you interviewed?

22 A. Would be Cybernet, Iway, Rapid Net, Dakota
23 2000. I'm trying to think of the one in Mitchell. I
24 can't think of their name.

25 COMMISSIONER NELSON: That will probably do.

1 Who were the South Dakota based telecommunications
2 vendors that you interviewed?

3 A. Would be TelServ, DATANET. Those are the
4 only two that come to mind.

5 COMMISSIONER NELSON: Did you interview any
6 customers?

7 A. You mean like residential customers?

8 COMMISSIONER NELSON: Yes.

9 A. Yes.

10 COMMISSIONER NELSON: Do you know who they
11 were and how many?

12 A. The particular ones I interviewed were the
13 ones that had multi-party service up in the Aberdeen
14 area. And I asked them how they liked the new service,
15 single party service that they have.

16 COMMISSIONER NELSON: How many did you
17 interview?

18 A. Two people up there.

19 COMMISSIONER NELSON: And so when we say you
20 interviewed customers, that means you interviewed two
21 customers and they were in Aberdeen; is that right.

22 COMMISSIONER NELSON: That's correct, but we
23 also interviewed like the state of South Dakota.

24 COMMISSIONER NELSON: How many people in the
25 state of South Dakota did you interview? You mean on

1 the state system?

2 A. On the state system, yes.

3 COMMISSIONER NELSON: How many did you say?

4 A. Well, usually I talk to like Denny
5 Nincehelter and Gene Knowles. They run the particular
6 network. And if they're going to have problems in
7 their system --

8 COMMISSIONER NELSON: What kind of questions
9 did you ask these people?

10 A. Reliability, alarms, service quality, are
11 they having any problems with U S West, what features
12 would they like to see, improvements.

13 COMMISSIONER NELSON: Improvements that they
14 need, or improvements that they'd like?

15 A. Improvements that they would like.

16 COMMISSIONER NELSON: Okay. And you state
17 that you did visit on site the businesses in Littleton,
18 Colorado, and Des Moines, Iowa. Explain how much time
19 you spent at each of the facilities and what you
20 observed.

21 A. In Denver we spent a day in the central
22 office, talked to Carol Spry's group about data
23 collection. Mr. Best kind of elaborated on that. The
24 next day we spent at Littleton looking at the Quality
25 Assurance Center and the network reliability. And what

1 I was interested in was alarms. When a central office
2 battery system would fail or if a digital subscriber
3 line service failed, much like that of a ninety second
4 Junius, what kind of alarm signal would they have, who
5 would be notified, how would those conditions be
6 cleared, that type of information. How does the
7 network operate as far as how do you handle error
8 rates, mean time between failures on fiber rings,
9 length of fiber networks, forecasting, talked about
10 batteries. Visited NEC, which is one of the suppliers
11 of these digital line subscriber lines like the Junius
12 system which would be currently what U S West is using
13 either what's called a family of TREX or CREX, which
14 allows to deploy switching capabilities out near the
15 customer facilities.

16 COMMISSIONER NELSON: You stated in your
17 testimony that did you a site visit for SONET packet
18 switching and Frame Relay and other network facilities
19 in Sioux Falls. How much time was spent doing these
20 inspections?

21 A. One day. One thing I would like to add about
22 in Des Moines, when monitoring the customer service
23 groups, the business office, the repair service,
24 tracking system that U S West uses, as far as one of
25 the questions I'd ask is how do you know if they have a

2/4/1

1 rude employee. Basically they track the contact time
2 when a customer receives a phone call to the time that
3 the call is completed. So that if the -- if the person
4 receives too many calls that are too short or too long,
5 then his supervisor comes over and may have some type
6 of discussion of what kind of contact that they're
7 having.

8 COMMISSIONER NELSON: Are you telling me that
9 you believe the only indication that whether or not
10 somebody is rude or not is the length of the
11 conversation?

12 A. It's one measure. It's an automated measure.

13 COMMISSIONER NELSON: Is that the only
14 measure we have?

15 A. Other than complaints where a customer would
16 call in, but it's one measure where they're looking at
17 this is the average time that a customer should be
18 placing an order. If that call is too short, obviously
19 they're not gathering their correct amount of data.

20 COMMISSIONER NELSON: But it's fair to say
21 that the only measurement we really have to determine
22 rudeness is the length of the call?

23 A. That's --

24 COMMISSIONER NELSON: Other than a formal
25 complaint?

1 A. Correct.

2 COMMISSIONER NELSON: Can you describe the
3 level of thoroughness that you used in inspecting the
4 facilities in like Sioux Falls when you were looking at
5 the SONET and Frame Relay?

6 A. We -- to make sure it was operational? That
7 it was, you know, up and running? It's installed, in
8 service. And the countercheck to that is to ask the
9 customers. For example, like DACS is to ask them have
10 they used it. Have they rearranged their telephone
11 service on it? Have they used -- have they used the
12 service?

13 COMMISSIONER NELSON: You stated that you
14 personally used some of U S West's services such as
15 Internet and Frame Relay. Explain what you have used.
16 Specify when you have used each of these services. And
17 can you give us an opinion based on your personal
18 experience with the services to their reliability and
19 functionality?

20 A. The Internet service was used in Sioux Falls
21 and at the South Dakota State Fair, so it would have
22 been August and September of '96. I generally used the
23 Internet service in Sioux Falls on mid-January of '97.
24 Systems were both available and were running at or near
25 the rated speeds. Frame Relay was used at the South

1 Dakota State Fair.

2 COMMISSIONER NELSON: On page three of your
3 prefiled testimony you indicated that you listened to a
4 headset collected to live calls. What did they tell
5 you about the quality of service offered by U S West?

6 A. Could you read that again?

7 COMMISSIONER NELSON: On page three of your
8 prefiled testimony you indicated that you listened to
9 via the headsets to some calls, live calls. And I
10 guess I'm asking you what did they tell you about the
11 quality of service of U S West?

12 A. What did the customers say about the
13 service?

14 COMMISSIONER NELSON: Yeah, on their live
15 calls.

16 A. On the cases we were listening to, either
17 they were placing an order, so the customer is quite
18 satisfied they gave them the offered date, and the
19 customer is given the customer service rep's name and a
20 phone number. And in some cases the customer service
21 rep also offered to send a business card out if they
22 had any further questions about it. In the repair call
23 system we didn't use a headset, per se; kind of shared
24 a ear piece. And in those cases they, the customers
25 were satisfied. And also with the business service

2/2/4

1 group listening to the customer was satisfied.

2 COMMISSIONER NELSON: How long did you do
3 this for?

4 A. Two hours for in the personal home and
5 personal service group, two hours in the repair, and
6 two hours in the business service group.

7 COMMISSIONER NELSON: And was this done at
8 where?

9 A. That was done in Des Moines.

10 COMMISSIONER NELSON: And am I to understand
11 that the customers that you talked to in all these
12 areas said that the quality of service was good?

13 A. They were satisfied, yes.

14 COMMISSIONER NELSON: Did they say they were
15 satisfied, or did they say it was great?

16 A. One lady said it was wonderful.

17 COMMISSIONER NELSON: Great. In your
18 testimony on page four, line ten, you discussed your
19 interviewing with the school districts on education,
20 the initiative. You state that the people have been
21 pleased and supportive of this initiative. How many
22 people -- you already told me. That would that be the
23 same?

24 A. Same group.

25 COMMISSIONER NELSON: -- same group of

445

1 people?

2 A. Correct.

3 COMMISSIONER NELSON: Regarding the Internet
4 access, you state it was deployed at the end of '96.
5 The question I have is where other than Sioux Falls and
6 Huron have you confirmed this availability?

7 A. You can get it in Miller, South Dakota. You
8 can get it in every U S West community. The main
9 verification is the Internet -- the other Internet
10 providers have been very curious on what U S West
11 charges and the availability and the type of service.

12 COMMISSIONER NELSON: Have you verified its
13 reliability?

14 A. Yes, I have.

15 COMMISSIONER NELSON: You discuss the two-
16 and four-part upgrade on page five, line two. And you
17 talked about the customers having seen the vast
18 improvement in the telephone service and reliability.
19 And what do you base your statement about customer
20 satisfaction?

21 A. Personal interviews with the customers.

22 COMMISSIONER NELSON: So you didn't have any
23 research or polls or random sampling?

24 A. No.

25 COMMISSIONER NELSON: And where was this?

1 You didn't -- I mean so that the customers were all in
2 one place and who were they?

3 A. The customers were all in one place up in the
4 Aberdeen area.

5 COMMISSIONER NELSON: Are those the same two
6 we talked about earlier?

7 A. Yeah.

8 COMMISSIONER NELSON: You discussed the SONET
9 fiber ring's reliability on page six, line one, and say
10 that it is both survival and reliable to the best of
11 your knowledge. What did you do to determine that?

12 A. Basically if Denny Nincehelser doesn't get an
13 alarm on the state network system, if he doesn't know
14 that it went down, then obviously things work real
15 good. As a matter of fact, no one in the state
16 complained that they were out of service on March 29,
17 1997.

18 COMMISSIONER NELSON: In your testimony you
19 also said, regarding the battery failure in Junius,
20 South Dakota, on January of '96, that you stated in
21 your opinion U S West was not adequately maintaining
22 its system. Can you tell me or describe the
23 circumstances which led you to that? Was that a
24 complaint or --

25 A. It started as a complaint from the Junius

1/47

1 area. In filing data requests to the company, it was
2 revealed that they did not properly maintain their
3 batteries.

4 COMMISSIONER NELSON: Did you personally
5 confirm that they've installed the new batteries?

6 A. No, I did not.

7 COMMISSIONER NELSON: Did they tell you that
8 they did, though; right?

9 A. Yes, they did.

10 COMMISSIONER NELSON: Was that a data
11 request?

12 A. Correct.

13 COMMISSIONER NELSON: So it was under oath?

14 A. Correct.

15 COMMISSIONER NELSON: You testified that the
16 slow dial tone and blocked calls on page eight, line
17 seven, and the response of U S West trunking upgrades
18 of the 13 switches in South Dakota. What was the
19 source of the information?

20 A. From the U S West document under the data
21 requests.

22 COMMISSIONER NELSON: And those were also
23 provided under oath; right?

24 A. Correct.

25 COMMISSIONER NELSON: And did you personally

4/48

1 confirm any of these alleged upgrades?

2 A. We looked at one in Sioux Falls.

3 COMMISSIONER NELSON: Thank you. One other
4 question. You were talking about customers. When
5 Commissioner Schoenfelder was talking to you, you were
6 talking to some extent about customers. And you said
7 that the vendors, you talked to vendors. You talked to
8 one or how many, do you remember, when you were talking
9 about the vendors?

10 A. Vendors, right. Usually I will talk to
11 DataNet, Rapid Net and TelServ. They're the three
12 largest vendors in the state.

13 COMMISSIONER NELSON: And you said you also
14 talked to customers?

15 A. Correct.

16 COMMISSIONER NELSON: So how many and who did
17 you talk to? Are we talking about the same people
18 again?

19 A. Similar people. They also include like we
20 talked to Black Hills Power and Light, Northwestern
21 Public Service, their data people, for they rely on the
22 phone system. We talked to quite a few of the large
23 customer base.

24 COMMISSIONER NELSON: Thank you.

25 CHAIRMAN BURG: I'm trying to figure out if

1 there's anything that hasn't been asked. But I do have
2 a couple. Just a little bit more on the Junius one: I
3 am concerned that when we have an electric failure,
4 which is in the worst times, and sometimes the phones
5 are needed the most, that that's when it's going to go
6 out. And four to eight hours is not a very long period
7 under some of those storms. I also do not have a real
8 answer because from what I understand if even if there
9 were a generator, it would take somebody to physically
10 get there and turn the generator on and the same storm
11 might prevent that. Is that accurate?

12 A. That's correct.

13 CHAIRMAN BURG: And it just occurred to me is
14 there any way that -- a lot of farmers and other people
15 have back-up generators that they have to operate. Is
16 there any way that could power the phone system so they
17 could have it in emergency situations?

18 A. Possibly. I'm currently still reviewing a
19 couple of things in talking to the manufacturers and
20 trying to find out why they do the design they do on it
21 and to see if there are any areas of improvement. One
22 of the things that the companies do basically the
23 battery installations are the same in New Mexico as
24 they are in Alberta, Canada. They're electrical heated
25 batteries for the winter conditions. And it's

1 something we're still in discussion with to find a
2 solution. One of the solutions that we did look at at
3 Junius was, because NSP was also in the same area, is
4 could they tie into the NSP service territory for a
5 back-up feed. And the answer came back, no, because
6 the electrical systems are different as far as
7 grounding and it would probably cause line noise. The
8 consumers would probably dislike that even farther than
9 the --

10 CHAIRMAN BURG: That would be better than no
11 noise, wouldn't it?

12 A. Probably not.

13 CHAIRMAN BURG: I do continue to have concern
14 that the telephone lines were buried for reliability
15 and it's not practical to bury all of the electric
16 lines yet and yet telephone is only as reliable as the
17 electric system then. And I really think we really
18 need to try to find a solution to that because many
19 times we have the worst conditions ever and there is
20 absolutely no communication whatever at that point.

21 A. One thing I've been kind of looking at when
22 driving from Sioux Falls back to Pierre or wherever, is
23 possibly for the power companies to use what's called
24 T2 type wire on their distribution lines for these kind
25 of critical feeds, as I would call them. And T2 is a

1 type of ribbon wire that is more resistant to our
2 adverse weather conditions. It is expensive to install
3 though.

4 CHAIRMAN BURG: There's a lot of that that's
5 been installed when they had to replace wires. You see
6 it all over now where you didn't before, some of the
7 worst areas. Two other questions: Now, you said that
8 you have contacted one vendor. What percent of the 72
9 sites you talked about there do they serve?

10 A. 100 percent.

11 CHAIRMAN BURG: They serve all of them. So,
12 in other words, they said that in all 72 sites, or
13 generally speaking, that they were satisfied --

14 A. They were satisfied, correct.

15 CHAIRMAN BURG: -- with what was there. What
16 do you feel a solution is to the ISDN limitations as
17 more people from central exchanges request ISDN?

18 A. One of the things that the industry is
19 talking about is going to the x DSL technology, which
20 is faster than the current ISDN. And x DSL technology,
21 which either would be the ASDL family, the SDL or HDL,
22 got them types, the limitations on those are upwards to
23 ten miles. U S West currently uses that technology
24 here in Pierre, South Dakota, for some customers.
25 They're also going to have a conference next week on

1 deploying the technology in South Dakota in Rapid City
2 and Sioux Falls.

3 And so part of the question is ISDN really
4 didn't become en vogue until the manufacturers really
5 supported the technology. And so we have a lot of
6 people who are interested in it, but prior to a couple
7 years ago, there wasn't any equipment to purchase to
8 use. There were not -- there was not a national
9 standard for ISDN. Under the x DSL technology that
10 other technology left over from the sixties, that has a
11 much higher data rate. It runs up to your T1
12 equivalent all the way up to ten megabytes with a
13 distance up to ten miles. And so that's something that
14 the industry might want to take a look at.

15 CHAIRMAN BURG: Well, I've heard you say
16 before that ISDN is almost outdated there, that there
17 are replacements in the works. Are these the type of
18 replacements, or are you talking about others?

19 A. The x DSL technology is referred to the
20 replacement of the ISDN's.

21 CHAIRMAN BURG: And I've heard you indicate
22 some of the new computers also have the capability in
23 the computer?

24 A. That's correct.

25 CHAIRMAN BURG: How would that work if it

1 were more than four miles or six miles from the
2 exchange? Are you talking about personal computers or
3 on site computers, not telephone company computers?

4 A. The x DSL technology can be deployed farther
5 out than the ISDN currently.

6 CHAIRMAN BURG: Okay. I guess that's all I
7 have.

8 COMMISSIONER SCHOENFELDER: I have a couple
9 follow-up, Steve. Let's go back to the Junius, to the
10 battery system. And we're belaboring the point, but I
11 want to know if you know only if there is a standard
12 maintenance type that's accepted in the industry to
13 check or double-check those batteries, and if so, how
14 many of those systems are there in the state? I think
15 someone testified to that before and I've forgotten. I
16 need to be refreshed there. But is there a maintenance
17 schedule that needs to be done, and do you know if U S
18 West had any documentation about that?

19 A. In the data request that U S West supplied,
20 it says that they're required to do a six-month and
21 12-month battery check, which would include voltage
22 which would tell you whether the battery is in good
23 shape or poor shape. They did not, based on -- they
24 said that it was done, but they could not provide
25 documentation that the test was done.

1 COMMISSIONER SCHOENFELDER: But that testing
2 schedule would be reasonable in your opinion?

3 A. Six-month or 12-month would be a reasonable
4 test. It's very similar to what the DOT uses for on
5 their systems that they have out in the field.

6 COMMISSIONER SCHOENFELDER: Okay. And then I
7 want to know when you check the network reliability,
8 and you said you checked with the state of South Dakota
9 and you checked with the people over in whatever they
10 call it now, BIT, or whatever they call it now, you
11 checked with those people for reliability. Have you
12 had any contacts with the business community through
13 the Governor's Office of Economic Development and have
14 you talked with those people at all about network
15 reliability and their perception of it?

16 A. I have had discussions with them on it, but
17 they feel that the system is reliable in some aspects;
18 in some aspects it's not.

19 COMMISSIONER SCHOENFELDER: Okay. I believe
20 they were not aware that the SONET ring, for example,
21 was up and running, the Governor's Office of Economic
22 Development. When you had the headsets on, and you
23 said the people were pleased, how do you know they were
24 pleased? Because you sat there for two hours and you
25 listened to them order telephones, or you listened to

4/55

1 them report repairs? Did you go back the next day and
2 follow up with those same customers to know they were
3 pleased or not pleased, and how can you verify that? I
4 mean outside of the fact somebody said it was nice on
5 the phone. You don't know what their perception was
6 the next day or the next week; right?

7 A. Correct.

8 COMMISSIONER SCHOENFELDER: And so you don't
9 know whether they were pleased. You only know they
10 were pleased at that time.

11 A. Correct.

12 COMMISSIONER SCHOENFELDER: Because somebody
13 was nice to them on the phone while you were there.

14 A. Correct.

15 COMMISSIONER SCHOENFELDER: But did anyone
16 tell -- do you know if there was a case where someone
17 called in and said, "I want this phone service turned
18 up tomorrow." And the representative said, "Yes,
19 that's fine." And they want to know how much it's
20 going to cost. And she said, "25 bucks or 35 bucks,"
21 or whatever it is. You don't know if any of those
22 peop'e came back the next day and were told it was
23 going to be \$1,200 or \$12,000, do you?

24 A. No, I do not.

25 COMMISSIONER SCHOENFELDER: Okay. And you

456

1 don't know whether that repair was carried out within a
2 certain period of time because you didn't go back and
3 follow up with those people; right?

4 A. Correct.

5 COMMISSIONER SCHOENFELDER: So obviously it
6 -- wouldn't it be obvious to you -- it would be to me
7 if -- I know when a PUC Commissioner walks into those
8 places, all representatives are nice to people.
9 Wouldn't they sort of think that you were an arm of the
10 PUC and that they would just be nice to people because
11 you're there, and so is that a good test?

12 A. The employee could have been coached, you
13 know. The answer is, you know, yes.

14 COMMISSIONER SCHOENFELDER: They have to be
15 coached to be nice when there's somebody looking over
16 your shoulder?

17 A. Not coached, but they could have been on a
18 different behavior pattern than normal.

19 COMMISSIONER SCHOENFELDER: It's sort of like
20 having the principal watch you teach or something like
21 that.

22 A. That's correct.

23 COMMISSIONER SCHOENFELDER: Thank you.

24 COMMISSIONER NELSON: I have one more
25 question about the batteries. I'm sure you want to

1 hear about that one more time. In the original
2 discussions when people called and complained to me
3 about the Junius battery problem, at least some of the
4 civil defense people indicated that part of the problem
5 they felt was due to the temperatures that these
6 batteries were exposed to. Do you believe that's a
7 factor?

8 A. Yes, it is.

9 COMMISSIONER NELSON: So isn't it also true
10 some other utilities enclose some of these batteries so
11 they would be more reliable? I mean we don't have to
12 have necessarily an elaborate building out there, but
13 we could insulate some sort of structure that would
14 protect these batteries. And if we do that, do you
15 feel they would be more reliable?

16 A. In talking to the manufacturer for the
17 equipment, I asked them that specific question of why
18 don't you insulate them. And he says, well, because we
19 have electric heaters in them. They said what happens
20 if the electricity goes off? The next assumption will
21 be, well, the batteries would get cold. So that's one
22 of the things I'm still working on is to find out why
23 are the manufacturers reluctant in putting insulated
24 boxes in there. Is there a particular reason behind
25 it?

1 COMMISSIONER NELSON: Is the manufacturer in
2 South Dakota?

3 A. No.

4 COMMISSIONER NELSON: Do you know if he's
5 been to South Dakota in the winter?

6 A. As a matter of fact, he was going -- they're
7 going to send some photographs of some of their more
8 northern installations, what they have in Canada, so I
9 was going to take a look at those. I'm still waiting
10 for that information.

11 COMMISSIONER NELSON: They don't seem to have
12 any problem with this in Canada?

13 A. Well, batteries -- actually batteries lose
14 capacity as the air temperature increases. So as the
15 way their concern is that the battery -- once the
16 battery temperature gets above 80 degrees ambient air,
17 the battery capacity drops off faster than if it were
18 from zero down to -30. That's the inherent nature of
19 these sealed batteries.

20 COMMISSIONER NELSON: So are you saying
21 they're more concerned about them getting too warm than
22 too cold?

23 A. That is correct.

24 COMMISSIONER NELSON: Okay. Thank you.

25 MS. CREMER: Going to your testimony on page

1 seven, line 19, what are subscriber line carriers?

2 A. Those are systems to allow existing
3 facilities to supply numerous consumers with limited
4 cabling amount.

5 COMMISSIONER NELSON: Would you describe them
6 again?

7 A. It's to allow, for example, if you had four
8 wires to supply phone service to maybe up to 55
9 different subscriber lines.

10 MS. CREMER: And then on page eight, line 20,
11 of your testimony you talk about U S West's average
12 percentage of commitments met in 1996 was 89.5
13 percent. Are you just talking about those special
14 services that you list earlier in the paragraph, or is
15 that overall?

16 A. That is for all the specials in that
17 statement.

18 MS. CREMER: Okay. In your opinion -- or do
19 you have an opinion as to whether that's good or bad,
20 that percentage of met commitments?

21 A. That would be pretty good because these are
22 fairly sophisticated systems to install. And to have
23 that availability to deploy it that quickly, most of
24 these require special line traditioning. It's not
25 plain old telephone service.

460

1 MS. CREMER: That's all I'd have. Do you
2 have one?

3 CHAIRMAN BURG: I have one. And I probably
4 should have asked of U S West. But once we have the
5 SONET ring put in and SONET technology and it's been
6 indicated that normally special access or dedicated
7 lines are not part of that implementation; is that
8 correct?

9 A. The only private line carriers that are on
10 the SONET fiber ring are those customers that are
11 paying for that service.

12 CHAIRMAN BURG: Right. And they aren't
13 normally on. Does the fact that that's been installed
14 make it more economical or cheaper for them to buy that
15 reliability?

16 A. That I'm not -- U S West would have to answer
17 that question.

18 CHAIRMAN BURG: Okay.

19 MS. CREMER: Rolayne.

20 MS. WIEST: Just one follow-up. Isn't the
21 primary reason for you that you listened in on the
22 headset was to determine the process that U S West used
23 in handling consumer contacts? It was not to determine
24 their service quality, was it?

25 A. It was to determine how they populated the

1 data into the database.

2 MS. WIEST: Thank you. I have nothing
3 further.

4 MS. CREMER: Does that prompt anything from
5 U S West, AT&T, MCI? Any of the Commissioners?
6 You can being excused.

7 MS. WIEST: I have no more witnesses.

8 MS. CREMER: U S West?

9 MR. HEASTON: Well, since there appears to be
10 the need for another session, and I want to make sure
11 we answer all the questions that the Commission has at
12 that session, I would rather defer any additional until
13 we get that sorted out as to what the Commission wants
14 to hear, so when we come back up here, we bring the
15 right witnesses with us.

16 MS. CREMER: I just saw you had a couple
17 people --

18 MR. HEASTON: They might not be able to
19 answer all the questions.

20 MS. CREMER: I didn't know if you wanted to
21 bring them on today.

22 MR. HEASTON: I would rather wait until we
23 have an opportunity to find out what the Commission
24 really wants to hear, and we can come back after we do
25 that.

1 MS. CREMER: Let's take a break for about
2 five minutes and go back on the record.

3 (AT THIS TIME A SHORT RECESS WAS TAKEN.).

4 MS. CREMER: Let's go back on the record.
5 Lori, I talked to you and I understand it you can have
6 the transcript by the 24th, June 24; is that correct?
7 I think until that time the Commission will not close
8 the record. We will merely be in a recess. And until
9 we get the transcripts and so we all know exactly what
10 information was needed and what is lacking, I don't
11 know -- my notes, I know, became incomplete after a
12 while. But what I was thinking in terms if you want to
13 submit, you know, under letter and in copy to everyone,
14 the witnesses you intend on bringing and the questions
15 you intend on answering, and then if there's something
16 more that we want, we can let you know.

17 MR. HEASTON: Okay. I can do that.

18 MS. CREMER: So you don't end up with
19 somebody we think you should have had.

20 MS. WIEST: Submitted by when, Karen?

21 MS. CREMER: It would be after the
22 transcripts come in.

23 MS. WIEST: Any deadline?

24 MS. CREMER: We would need some time to
25 review that. And in looking at the calendar, the 24th

1 is a Tuesday, we're in some big meeting all day on the
2 25th, I see. Jim is then gone the 26th and the 27th.
3 The next Monday is the 30th. And then you go into the
4 4th is that Friday, July 4th. Anybody have a
5 suggestion on when they think they can get this
6 transcript reviewed? And would June 30th be -- Jim,
7 you're going to be -- we're going to get it and Jim is
8 going to be gone. We're going to get it on the 24th
9 and then the 25th we're tied up all day. Jim is gone
10 the 26th and 27th.

11 Would you have time to review it and get a
12 list?

13 MR. HEASTON: I think by the 30th I can get
14 you a list, certainly.

15 MS. CREMER: I don't have a date in mind yet
16 because we won't know until how many witnesses we're
17 looking at and we'll have to clear the calendar and
18 various things like that. So if by June 30th you can
19 get a list.

20 MR. HEASTON: I can get a list.

21 MS. CREMER: Does anybody else have anything
22 procedurally we need to discuss?

23 MR. HEASTON: It's been discussed, the
24 Stipulation and Agreement, the original one that was
25 signed in June of 1995. I would like to have that --

1/64

1 I've had it marked as Exhibit 7, and I would like to
2 offer that as Exhibit 7 to complete the record.

3 MS. CREMER: Are there any objections by
4 staff?

5 MS. WIEST: No.

6 MS. CREMER: AT&T?

7 MR. LOVALD: No.

8 MS. CREMER: MCI?

9 MR. SAHR: No.

10 MS. CREMER: It would be admitted then.

11 MR. LOVALD: What's the date of that one?

12 MR. HEASTON: June 12th, '95.

13 COMMISSIONER SCHOENFELDER: Ms. Cremer, I
14 would like to say to Mr. Heaston I have some questions
15 I know I want answers to, and I think you know some of
16 those. And I would very much like to be able to tell
17 you that those -- that there would be certain witnesses
18 I'd be interested in asking questions and that would be
19 it. However, I can't guarantee that as I ask questions
20 at that time, that if something doesn't arise, that you
21 might not need someone else. Although I think a lot of
22 things were clarified that I didn't expect to have
23 clarified this morning, so that may change some. But I
24 didn't want you to get the idea we would do it one day
25 and you could have so many witnesses. Because I

4/65

1 consider this an extremely important case, and I want
2 to make sure all the questions are answered.

3 MR. HEASTON: I understand that. And I think
4 I have a list of 11 questions here that I need to go
5 through with people at U S West to make sure we have
6 the right person, and then I will submit that -- after
7 I've had a chance to review the transcript, I will
8 submit a list of witnesses and the topics they will
9 cover. And if there is something you don't want to
10 hear anymore, you can strike that. If there's
11 something I didn't include, then you can add that. I
12 understand that it might -- you know, it happens other
13 things may come up and we will do our best to address
14 those at that time. But I think this will be a more
15 efficient use of our time.

16 COMMISSIONER SCHOENFELDER: Thank you very
17 much.

18 MS. CREMER: Thank you. And we'll recess for
19 now.

20 (THE HEARING CONCLUDED AT 4:30 P.M.)
21
22
23
24
25

4/66

1 STATE OF SOUTH DAKOTA)
2)
3 COUNTY OF HUGHES)
4

5 I, Lori J. Grode, RMR, Notary Public, in and
6 for the State of South Dakota, do hereby certify that
7 the above hearing, pages 1 through 265, inclusive, was
8 recorded stenographically by me and reduced to
9 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 24th day of February, 1997.

22 Lori J. Grode
23 Lori J. Grode, RMR
24
25

467

-5-		100 (a) 12.8 184.7	1990 (1) 174.5	24th (a) 263.6 263.25	2.11
\$1,200 (1) 256.23		235.6 252.10	1993 (1) 8.23 99.3	264.8 287.20	5E (1) 232.15
\$1.30 (a) 65.20		11 (a) 3.19 26.10	103.19	25 (a) 25.8 7.10 A	66.0
94.22 96.2 181.10		111.20 151.7 164.21	1994 (1) 9.12 10.3	25.25 25.8 7.10 A	66.0
181.14 185.19 187.1		266.4	234.22	26.25 25.8 7.10 A	66.0
\$1.50 (1) 65.5		11.8 (1) 130.25	1995 (2a) 6.24	74.18 83.11 85.7	6 (a) 7.11 29.1
65.20 154.20 181.13		119 (1) 214.10	8.8 8.11 26.17	123.25 130.16 132.6	194.11 195.15
184.4 184.7 184.22		12 (1) 1.12 11.7	34.12 37.18 37.23	132.17 134.19 134.23	60 (a) 65.4 65.4
\$10 (2) 23.15 24.21		29.23 30.8 167.21	58.18 86.4 87.2	141.22 142.5 149.19	65.5 116.17 116.20
\$10.00 (2) 112.15		12.31 96 (1) 130.24	88.19 96.8 114.21	151.25 238.18 256.20	116.24 117.10 117.13
112.20		12.12 month (2) 254.21	154.5 171.23 172.1	25th (2) 264.2 264.9	117.14 117.20 117.25
\$12,000 (1) 256.23		255.3	175.7 200.14 200.15	26 (1) 201.9	119.4 119.6 121.23
\$19.35 (1) 65.1		12.8 (1) 28.19	200.25 201.9 201.17	265 (1) 267.6	62 (1) 201.9
\$2.00 (a) 69.4		121 (a) 74.14 98.16	209.13 264.25	26th (2) 264.2 264.10	64 (a) 46.7 46.9
\$2.10 (1) 64.20		132.4 138.23 139.13	1995/96 (1) 136.4	27th (2) 264.2 264.10	220.16 221.15
64.25 65.2 65.12		122 (2) 139.14 151.2	1996 (2a) 3.18	28 (1) 232.1	65 (1) 117.14
\$40 (2) 23.16 24.22		127 (1) 2.16	8.19 24.3 26.13	28.434 (1) 10.25	66 (1) 2.10
\$40.00 (1) 112.16		128 (1) 46.10	26.15 28.20 32.7	28.565 (1) 10.25	660 (1) 200.15
\$50 (1) 206.10		12th (a) 3.6 3.18	32.12 33.9 33.14	157.1	
-6-		8.19 265.12	34.23 68.10 85.24	28th (1) 155.19	
'93 (2) 103.10 104.13		13 (1) 11.7 26.11	86.2 86.17 86.20	29 (2) 223.21 247.16	
94 (a) 8.23 99.4		45.17 75.23 76.1	88.20 88.22 90.10		
103.10 103.19 104.13		78.17 80.15 132.16	111.23 129.3 131.13		
187.6		165.13 189.6 189.15	155.13 200.14 200.24		
'95 (1) 8.24 9.12		192.10 232.23 248.18	201.10 201.17 209.14		
16.3 10.4 34.6		14 (a) 13.8 21.20	260.12		
88.23 99.4 103.11		29.22 34.18 52.24	1996/1997 (1) 87.8		
172.13 173.2 173.7		54.10 92.23 139.20	1997 (1a) 1.12		
174.23 265.12		175.23	3.7 3.15 3.19		
'95/96 (1) 99.4		14 state (1) 218.11	10.24 11.3 41.12		
'96 (2) 10.4 26.20		144 (1) 119.15	129.17 131.14 142.6		
26.23 34.7 88.24		144,000 (2) 46.6	155.9 155.14 155.19		
88.25 135.23 170.8		15 (1) 14.12 23.10	155.20 171.23 232.21		
172.23 173.7 173.12		23.11 29.23 36.21	247.17 267.20		
174.16 174.23 186.14		41.13 48.6 86.24	1999 (2) 104.21 131.12		
187.11 196.28 199.10		120.19 121.2 122.13	1.00 (1) 116.4		
199.11 210.21 229.20		151 (1) 2.17	1A (1) 232.14		
243.22 246.4 247.20		154 (1) 153.3			
'97 (2a) 141.9 141.23		157 (1) 156.7			
170.9 170.9 172.5		16 (a) 26.11 28.11			
172.13 172.20 172.21		40.4 41.4 46.8			
172.24 173.10 173.11		220.16			
174.6 175.1 186.15		1600 (1) 2.8			
187.12 223.21 229.1		17 (1) 13.8 14.12			
229.9 229.18 243.23		218.9			
-7-		170 (1) 169.16			
-8-		178 (1) 238.9			
-9-		18 (a) 3.20 28.11			
0 (1) 46.6		36.2 41.4 71.14			
-1-		72.7 78.20 106.10			
1 (1) 6.1 6.14		154.5 230.9			
1.02 (1) 187.4		18,000 (1) 118.2			
1.8 (1) 184.7		220.7 220.18 220.19			
		220.24 221.7 221.11			
		180 (1) 169.16			
		1801 (2) 2.3 167.5			
		187 (1) 2.17			
		19 (2) 193.10 260.1			
		193 (1) 2.18			
		24 (1) 20.5 59.12			
		162.10 171.5 171.7			
		184.18 187.5 233.11			
		263.6			
		24,905 (1) 11.3			
		248 (1) 34.7			
		157.2			
		24 (1) 20.5 59.12			
		162.10 171.5 171.7			
		184.18 187.5 233.11			
		263.6			
		24,905 (1) 11.3			
		248 (1) 34.7			
		157.2			
		24 (1) 20.5 59.12			
		162.10 171.5 171.7			
		184.18 187.5 233.11			
		263.6			
		24,905 (1) 11.3			
		248 (1) 34.7			
		157.2			
		24 (1) 20.5 59.12			
		162.10 171.5 171.7			
		184.18 187.5 233.11			
		263.6			
		24,905 (1) 11.3			
		248 (1) 34.7			
		157.2			
		24 (1) 20.5 59.12			
		162.10 171.5 171.7			
		184.18 187.5 233.11			
		263.6			
		24,905 (1) 11.3			
		248 (1) 34.7			
		157.2			
		24 (1) 20.5 59.12			
		162.10 171.5 171.7			
		184.18 187.5 233.11			
		263.6			
		24,905 (1) 11.3			
		248 (1) 34.7			
		157.2			
		24 (1) 20.5 59.12			
		162.10 171.5 171.7			
		184.18 187.5 233.11			
		263.6			
		24,905 (1) 11.3			
		248 (1) 34.7			
		157.2			
		24 (1) 20.5 59.12			
		162.10 171.5 171.7			
		184.18 187.5 233.11			
		263.6			
		24,905 (1) 11.3			
		248 (1) 34.7			
		157.2			
		24 (1) 20.5 59.12			
		162.10 171.5 171.7			
		184.18 187.5 233.11			
		263.6			
		24,905 (1) 11.3			
		248 (1) 34.7			
		157.2			
		24 (1) 20.5 59.12			
		162.10 171.5 171.7			
		184.18 187.5 233.11			
		263.6			
		24,905 (1) 11.3			
		248 (1) 34.7			
		157.2			
		24 (1) 20.5 59.12			
		162.10 171.5 171.7			
		184.18 187.5 233.11			
		263.6			
		24,905 (1) 11.3			
		248 (1) 34.7			
		157.2			
		24 (1) 20.5 59.12			
		162.10 171.5 171.7			
		184.18 187.5 233.11			
		263.6			
		24,905 (1) 11.3			
		248 (1) 34.7			
		157.2			
		24 (1) 20.5 59.12			
		162.10 171.5 171.7			
		184.18 187.5 233.11			
		263.6			
		24,905 (1) 11.3			
		248 (1) 34.7			
		157.2			
		24 (1) 20.5 59.12			
		162.10 171.5 171.7			
		184.18 187.5 233.11			
		263.6			
		24,905 (1) 11.3			
		248 (1) 34.7			
		157.2			
		24 (1) 20.5 59.12			
		162.10 171.5 171.7			
		184.18 187.5 233.11			
		263.6			
		24,905 (1) 11.3			
		248 (1) 34.7			
		157.2			
		24 (1) 20.5 59.12			
		162.10 171.5 171.7			
		184.18 187.5 233.11			
		263.6			
		24,905 (1) 11.3			
		248 (1) 34.7			
		157.2			
		24 (1) 20.5 59.12			
		162.10 171.5 171.7			
		184.18 187.5 233.11			
		263.6			
		24,905 (1) 11.3			
		248 (1) 34.7			
		157.2			
		24 (1) 20.5 59.12			
		162.10 171.5 171.7			
		184.18 187.5 233.11			
		263.6			
		24,905 (1) 11.3			
		248 (1) 34.7			
		157.2			
		24 (1) 20.5 59.12			
		162.10 171.5 171.7			
		184.18 187.5 233.11			
		263.6			
		24,905 (1) 11.3			
		248 (1) 34.7			
		157.2			
		24 (1) 20.5 59.12			
		162.10 171.5 171.7			
		184.18 187.5 233.11			
		263.6			
		24,905 (1) 11.3			
		248 (1) 34.7			
		157.2			
		24 (1) 20.5 59.12			
		162.10 171.5 171.7			
		184.18 187.5 233.11			
		263.6			
		24,905 (1) 11.3			
		248 (1) 34.7			
		157.2			
		24 (1) 20.5 59.12			
		162.10 171.5 171.7			
		184.18 187.5 233.11			
		263.6			
		24,905 (1) 11.3			
		248 (1) 34.7			
		157.2			
		24 (1) 20.5 59.12			
		162.10 171.5 171.7			
		184.18 187.5 233.11			
		263.6			
		24,905 (1) 11.3			
		248 (1) 34.7			
		157.2			
		24 (1) 20.5 59.12			
		162.10 171.5 171.7			
		184.18 187.5 233.11			
		263.6			
		24,905 (1) 11.3			
		248 (1) 34.7			
		157.2			
		24 (1) 20.5 59.12			
		162.10 171.5 171.7			
		184.18 187.5 233.11			
		263.6			
		24,905 (1) 11.3			
		248 (1) 34.7			
		157.2			
		24 (1) 20.5 59.12			
		162.10 171.5 171.7			
		184.18 187.5 233.11			
		263.6			
		24,905 (1) 11.3			
		248 (1) 34.7			
		157.2			
		24 (1) 20.5 59.12			
		162.10 171.5 171.7			
		184.18 187.5 233.11			
		263.6			
		24,905 (1) 11.3			
		248 (1) 34.7			
		157.2			
		24 (1) 20.5 59.12			
		162.10 171.5 171.7			
		184.18 187.5 233.11			
		263.6			
		24,905 (1			

904 (1) 200 14	228 3 228 11 246 4	130 2 189 17 195 14	154 3 171 16 175 14	127 18 134 21
94-121 (4) 98 16	261 6	217 19	agreement (45) 6 23	ambient (1) 259 16
139 7 139 8 148 2	accessed (2) 127 9	admitted (1) 6 20	6 25 7 7 8 14	Amended (1) 3 13
94-122 (4) 66 2	184 9	130 5 155 5 189 21	9 1 10 11 10 13	amount (1) 20 10
79 10 139 7 139 9	accomplish (2) 8 6	195 22 218 2 265 10	11 9 11 18 11 21	24 23 28 22 64 17
95 (1) 234 16 235 10	14 24	adopted (5) 77 12	12 16 16 9 16 10	64 15 96 6 131 4
97 (1) 17 3	accomplished (3) 8 5 18 1 192 3	95 11 96 2 129 16	17 5 17 9 17 14	134 15 138 18 21
98 (1) 234 16	According (2) 10 27	189 6	17 18 58 18 59 25	154 20 242 19 260 4
99 (1) 233 20	29 25	advance (1) 15 17	60 3 64 20 65 20	amounts (1) 135 10
9-00 (2) 1 12 3 6	account (1) 14 7	advantage (1) 98 22	67 12 67 13 73 20	amplifier (1) 221 2
-A-	17 6 201 17	adverse (1) 252 2	74 8 74 8 74 9	Anaconda (1) 227 21
A. I. a (1) 11 22	accounted (2) 150 21	affairs (2) 5 21	75 11 75 17 76 16	analog (4) 72 12
11 24	183 6	194 9	76 20 77 1 78 9	118 10 118 22 120 24
A. I. b (1) 13 14	accounting (1) 150 22	affect (5) 107 18	78 13 78 14 78 18	122 18 124 20
A. m (2) 1 12 3 6	accounts (1) 15 3	157 4 172 22 202 12	78 24 79 3 80 5	analysis (5) 8 13
Aberdeen (9) 33 14	accuracy (1) 165 3	203 2	80 13 80 14 80 19	16 4 25 17 44 24
33 22 34 5 68 10	accurate (10) 94 16	affected (1) 195 3	81 3 81 18 82 16	192 11
223 10 238 13 239 13	94 18 137 3 137 12	affecting (1) 80 7	85 11 86 3 95 6	analyst (3) 188 15
239 21 247 4	145 6 177 3 204 25	affidavit (1) 90 25	95 6 95 9 95 11	216 17 218 16
abides (1) 96 23	227 8 234 19 250 11	affirmatively (2) 264 24	129 1 132 4 132 12	analysis (1) 107 5
ability (4) 32 4	achieve (2) 46 10	116 18 116 22	132 17 132 23 132 25	analyzing (1) 26 8
32 6 99 13 143 8	59 5	affordability (4) 122 12 123 22 123 23	138 16 140 19 184 2	answer (1) 20 18
ahead (12) 14 1 14 2	achieved (4) 13 3	124 5	264 24	20 20 20 25 27 14
14 4 14 5 14 12	20 6 20 11 170 2	afternoon (2) 196 4	agrees (1) 133 10	33 2 33 6 35 7
15 2 29 21 41 16	170 8 184 21	196 5	ahead (5) 41 24	35 9 37 18 38 10
50 3 66 11 66 12	achievers (1) 12 10	afterwards (1) 69 13	94 15 131 20 156 6	45 3 45 3 45 21
66 13 66 17 79 15	acknowledge (1) 101 23	again (14) 34 15	221 9	47 22 49 21 50 16
80 11 83 12 85 14	(1) 97 23 103 14	99 9 102 23 111 12	Ailts (1) 1 19	55 9 55 24 57 11
94 15 95 1 96 5	125 19	121 14 136 2 137 5	air (5) 56 5 56 9	58 14 62 7 68 8
100 3 105 17 107 5	acting (1) 4 5	142 2 142 23 143 4	91 11 259 14 259 16	76 14 78 4 78 7
103 1 124 19 127 9	162 20 162 24	143 13 143 16 144 4	alarm (9) 36 2	78 8 80 23 82 4
173 9 192 10 192 13	action (2) 52 6	144 11 144 15 144 18	36 4 36 5 36 6	82 6 82 12 83 13
235 3 262 18 265 16	267 17	154 14 167 23 170 22	36 15 225 24 230 21	86 12 90 8 90 18
above (5) 13 3	activities (1) 38 7	171 15 172 5 172 12	241 4 247 13	93 21 94 2 94 3
20 6 224 9 259 16	activity (1) 108 23	174 19 175 7 178 5	alarms (1) 224 1	94 6 95 2 96 5
267 6	actual (1) 11 12	200 11 211 6 213 3	240 10 241 1	96 19 98 24 105 10
abrupt (1) 160 12	12 13 67 4	213 14 219 23 223 14	Alberta (1) 250 24	107 1 110 2 110 22
absent (4) 159 6	76 3 80 14 67 5	230 17 233 7 244 6	alert (1) 232 6	110 23 111 4 111 9
159 19 160 15 162 10	225 1 225 10 231 24	249 18 260 6	alleged (1) 249 1	111 12 115 6 127 14
absolutely (4) 45 12	231 25	against (1) 160 24	alleviate (1) 35 3	133 17 134 7 135 22
75 14 98 13 117 21	Adam (1) 4 23	age (4) 55 16 55 19	40 24 210 11	139 11 139 24 143 11
147 24 251 20	add (5) 61 6 151 20	56 11 56 12 56 13	allocating (1) 208 22	144 1 144 18 148 21
accept (4) 65 7	205 10 241 21 266 11	59 18	allow (4) 50 23	149 3 199 6 211 18
165 14 174 18 177 3	added (2) 41 8	aggressive (1) 161 12	73 25 260 2 260 7	211 20 211 20 211 24
181 4 182 1	61 8 61 10 61 12	ago (11) 49 13 99 15	74 20 75 2 110 12	228 28 233 21 234 5
acceptable (10) 73 15	71 15 182 6 223 1	99 21 103 8 106 9	110 17 111 16 132 8	235 16 236 7 250 8
96 12 182 17 182 18	106 10 124 18 130 25	106 10 124 18 130 25	132 14 137 2 137 11	251 5 257 13 261 16
183 2 183 11 183 16	additional (5) 43 11	163 17 203 7 253 7	168 6 182 11	262 11 262 19
204 18 206 9 206 12	129 24 185 7 207 12	agree (12) 43 17	allowing (2) 136 13	answercd (1) 20 15
accepted (6) 11 13	262 12	56 24 72 23 82 17	136 21	49 15 58 24 59 2
96 22 97 24 170 4	additions (1) 6 10	83 24 84 8 87 1	allows (1) 54 11	80 4 90 17 103 20
175 19 254 12	address (4) 15 13	115 16 115 22 132 9	119 19 241 14	103 22 164 19 170 14
accepts (1) 172 9	106 25 132 18 266 13	135 20 136 24 137 9	almost (2) 66 3	170 22 174 22 175 3
access (15) 9 7	ade'vessing (1) 117 18	137 16 137 23 139 20	253 16	175 3 175 6 179 24
10 2 27 13 32 6	adec'vessing (1) 96 3	140 8 142 22 147 14	alone (1) 208 16	182 6 266 2
32 13 33 10 33 16	209 9 233 19 234 17	148 6 181 10	40 4 101 17 208 16	answercing (1) 20 13
33 18 33 19 33 25	235 24	agreeable (1) 92 10	50 8	174 24 263 15
44 15 58 7 58 11	adec'vessing (1) 209 7	agreed (2) 7 8	50 8 53 23 58 6	20 25 97 15 128 21
58 15 58 16 58 19	adjust (1) 87 25	7 24 10 8 15 22	76 2 84 6 166 22	144 1 145 14 152 25
58 19 81 20 170 12	administrators (2) 238 4 238 5	16 6 16 14 28 12	199 24 228 10 231 16	160 23 167 1 167 2
170 21 171 4 174 21	admission (5) 6 16	60 5 60 7 66 20	always (12) 20 17	188 23 194 17 230 15
175 5 187 5 189 12		67 12 82 3 82 24	41 22 50 10 56 12	265 15
189 13 195 3 197 1		85 7 91 14 110 20	65 17 84 2 89 11	anticipate (1) 105 20
		134 23 137 7 140 15	89 13 99 29 107 10	anticipating (1) 99 14

anticipation (1)	204.204.7	211.22	81.4	81.5	132.24	177.21	195.4	220.3	become (4)	4.10		
91.20	212.3	227.24	227.25	audit (1)	96.18	159.10	220.4	220.4	42.7	107.11	253.4	
anyplace (1)	183.1	231.10	231.13	181.25			221.22		becomes (1)	68.18		
anyway (4)	65.17	250.21	252.7	audited (2)	96.13		back-up (4)	235.17	68.22	160.15		
69.10	69.20	233.9		181.21			236.10	250.15	251.5	beef (1)	70.11	
anyways (1)	80.12	argue (2)	12.21	audits (1)	96.21		back-up (1)	87.19		began (1)	32.12	
apologize (2)	59.15	47.25		August (4)	30.8		bad (9)	37.2	115.8	begin (4)	3.3	
111.11		argued (1)	126.24	107.24	108.6	243.22	115.15	172.17	172.17	18.10	20.2	103.17
appealed (1)	4.3	argument (1)	86.7	automated (1)	103.23		172.19	230.20	236.5	beginning (4)	17.23	
appear (2)	148.1	arise (1)	265.20	198.7	242.12		260.19			32.3	84.18	96.23
212.5		arm (1)	257.9	automatic (5)	23.22		band (1)	45.23	119.15	begun (1)	30.11	
appearances (2)		ARMIS (2)	9.24	23.25	24.14	24.15	220.1			behalf (4)	4.19	
4.17	4.18	58.10	92.15	92.16	112.17		220.1			4.21	4.22	4.24
apples (4)	93.11	92.23	93.2	93.8			bank (1)	69.22		4.25	9.87	
93.11	94.4	93.12	93.15	93.17			baptism (1)	112.3		behavior (1)	257.18	
appellate (2)	189.5	93.18	93.23	96.8			barrier (1)	220.16		behind (4)	21.13	
214.12		96.10	96.12	96.21			base (4)	14.14	175.8	185.4	208.19	258.24
applications (1)		96.25	98.1	181.20			184.14	199.22	233.16	belaboring (1)	254.10	
46.21		ASDL (1)	252.21	123.24	199.3	246.6	235.20	246.19	249.23	belief (2)	43.5	
apples (1)	12.9	181.21	181.25	246.11	260.23		based (2)	3.16		believing (1)	71.13	
117.21	132.19	asks (1)	14.8	49.2	available (46)	10.15	15.23	53.10	67.3	71.13	112.4	
apply (1)	209.24	68.20			32.7	41.21	46.14					
approach (4)	129.21	aspects (2)	255.17		48.2	57.5	62.5	76.12	76.13	76.21		
129.22	138.7	63.9	63.19	71.17			84.25	85.25	95.23			
approached (2)	68.25	71.19	72.15	72.17			154.2	154.20	162.17	belong (1)	85.5	
146.14		84.5	87.18	87.22			166.23	168.12	168.25	belongs (1)	85.21	
appropriate (1)	170.16	87.23	90.20	90.21			170.3	173.19	175.7	benchmarks (1)	65.10	
appropriateness (1)		92.4	116.24	120.16			175.17	202.4	205.21	best (2)	1.21	2.17
108.20	191.6	120.18	121.22	122.22			238.21	239.1	243.17	29.8	68.8	92.17
approx (4)	8.13	123.3	123.17	124.13			254.23			111.4	111.7	111.7
66.14	66.21	130.6	158.2	168.9			basic (9)	18.25	21.19	111.7	152.6	152.8
67.17	84.20	169.3	169.4	181.8			22.15	23.20	58.12	152.15	155.6	156.3
141.2		180.22	220.10	220.11			154.6	171.18		158.11	181.17	183.5
approve (1)	129.11	220.11	229.21	229.22			basing (2)	45.7		183.10	185.21	187.10
145.22	205.25	232.20	234.2	243.24			15.8			218.16	219.7	240.23
approved (16)	6.23	assumption (4)	16.1		average (10)	14.18	basis (9) 41.5	106.18		247.10	266.13	
8.9	8.11	221.15	234.14	258.20			106.18	106.19	106.19	Best's (2)	21.4	
77.2	77.18	assurance (1)	36.7		14.18	42.25	129.14	154.20	209.6	65.16		
78.13	78.24	36.17	56.4	112.7			232.25					
129.2	129.3	171.8	225.25	240.25			batteries (2)	37.8		bet (1)	46.19	
146.11	146.24	217.8	assurances (1)	145.4			37.17	38.5	38.24	better (1)	54.12	
approving (2)	8.14	assure (2)	52.25				114.21	114.22	114.23	86.11	87.13	98.21
9		72.19					114.25	115.12	115.21	99.11	99.14	99.20
approximate (1)		astronomical (1)	127.5				230.19	230.21	233.7	103.4	103.7	109.4
131.24	185.19	AT&T (1)	2.10				233.22	236.4	241.10	110.2	142.18	143.5
172.13	173.17	4.22	42.20	130.9			248.3	248.5	250.25	192.12	202.22	208.13
arcan (1)	9.13	158.5	187.20	189.19			254.13	257.25	258.6	251.10		
42.3	44.21	189.25	195.18	200.7			258.10	258.14	258.21	between (10)	40.20	
55.22	56.19	217.23	218.6	262.5			259.13	259.13	259.19	60.10	75.18	80.14
68.11	69.6	107.15	124.14	125.3			battery (10)	35.19		95.7	100.18	100.19
104.12	113.23	113.24	ATM (1)	46.3			35.23	36.25	37.1	119.49	119.16	119.19
127.8	127.10	183.1	attached (10)	6.17			37.3	37.5	38.4	138.16	138.22	139.7
195.3	200.16	200.19	63.2	63.4			38.9	38.13	38.18	139.17	138.27	233.11
200.24	208.3	208.7	71.4	79.4			38.19	39.3	64.3	233.16	241.8	
208.16	209.2	212.8	141.5	169.7	210.8		87.3	87.7	87.15	beyond (2)	13.11	
212.10	212.11	227.23	attainable (1)	12.24			87.20	115.2	115.5	14.16	14.20	14.22
228.1	230.13	231.1	attention (1)	231.21			115.8	115.15	217.16	15.25	16.13	16.23
231.8	236.24	239.14	attitude (2)	202.10			231.6	233.7	233.9	29.17	36.3	48.2
247.4	248.1	251.3	202.23				234.16	236.1	236.2	70.13	70.23	105.10
arcs (2)	8.24	attitudes (1)	202.24				250.23	254.10	254.21	118.3	118.7	118.7
9.2	9.4	51.20	attorney (1)	3.24			254.22	258.3	259.15	122.17	125.7	125.22
55.16	57.3	68.7	36.10	133.3	267.14		259.16	259.17		126.16	154.13	154.16
68.9	70.25	98.1	267.15				beams (1)	49.7		220.24	221.2	221.2
103.25	104.2	108.6	attorneys (4)	81.2			bear (1)	148.17		big (5)	33.23	82.18
114.5	126.24	129.20					Bearer (1)	46.7		212.7	234.22	264.1
							beat (2)	10.9	62.17	biggest (2)	69.22	
							became (1)	263.11		130.14		

215 15	brought (1)	33 3	100 23 101 8	105 11	175 6	177 12	178 24	121 21	121 21	123 4
billed (2)	211 3	73 21	74 3	81 17	179 3	201 13	203 8	123 11	147 20	
211 8		82 8	91 4	166 25	154 9	154 11	154 14	catch (1)		237 13
billing (1)	170 18	167 12	210 12	231 21	167 16	170 11	170 12	categories (1)	9 8	
210 21	210 23	211 12			170 12	170 24	171 1	15 2	85 24	86 17
211 15					171 9	171 11	171 14	97 12	104 4	137 23
bills (1)	147 23				171 21	171 25	172 3	171 22	189 9	191 21
bit (2)	8 21	48 14			172 13	172 15	173 25	191 22	197 13	197 14
66 8	74 15	107 18			174 6	174 12	174 21	197 18	198 4	214 11
109 15	174 1	208 6			187 6	189 13	202 15	category (2)	106 22	
222 11	230 15	250 2			209 5	217 10	241 23	category (1)	14 1	
255 10					244 21	244 25	245 6	14 13	18 21	18 24
bites (2)	46 6	120 6			255 12			20 4	20 10	20 13
Black (2)	99 19				businesses (9)	62 6		43 3	43 13	101 11
200 15	200 19	200 24			62 10	62 13	62 23	184 9	210 23	211 15
212 13	228 1	249 20			70 7	112 16	173 24	caused (4)	87 8	
blanket (1)	132 19				204 15	240 17		114 4	114 24	212 4
blanks (1)	178 12				businessman (1)			ceiling (4)	64 25	
blizzard (1)	114 3				148 9			cell (1)	168 5	
blizzards (2)	40 16				buy (1)	62 3	63 12	cells (4)	164 7	165 10
87 8					261 14			168 4	168 7	
block (1)	55 12							cellular (3)	195 8	
blockage (1)	40 19							210 6	210 12	210 17
41 11	44 23							214 2		
blocked (2)	217 16							center (2)	32 6	
248 16								32 13	32 24	33 20
Bob (3)	1 21	2 17						33 22	34 5	36 7
4 23	188 5	188 7						36 17	46 15	117 9
Bolle (1)	151 1							117 11	117 15	117 19
bonds (1)	140 12							121 23	121 23	121 24
bonus (2)	184 22							141 18	143 4	148 19
184 23								163 14	189 12	217 8
bothered (2)	52 9							217 9	221 12	225 25
52 11								231 25	240 25	
bottom (4)	75 22							centers (3)	54 9	
78 16	80 15	170 6						54 10	100 1	103 11
183 24	183 25							163 15		
bought (1)	206 10							central (24)	38 14	
bound (1)	31 6							47 4	47 5	47 8
Box (1)	2 5	2 8						48 6	55 22	61 9
2 10								70 3	71 14	72 7
boxes (1)	258 24							72 8	88 3	116 21
break (4)	14 1							116 24	117 23	119 11
14 13	15 2	64 12						120 19	141 22	126 21
188 1	225 15	225 19						217 11	221 5	240 21
263 1								241 1	252 17	
breakdown (1)	171 8							Centrex (1)	43 1	
breaker (2)	94 20							43 24	230 11	
94 24								cents (3)	64 21	64 23
bridge (1)	210 16							65 4	65 4	65 5
brief (2)	130 1	231 13						68 6		
briefly (2)	6 21							73 14	95 10	131 4
238 2								131 4	131 9	131 13
bright (1)	118 16							164 22	257 2	265 17
118 19	121 13							certainly (3)	30 13	
bring (4)	76 2							43 9	77 14	148 5
126 9	262 14	262 21						264 14		
bringing (1)	263 14							certified (1)	182 2	
broad (1)	129 21							certify (1)	267 5	
broaden (1)	138 6							267 9	267 13	
broken (4)	189 8							cetera (1)	43 25	
195 11	195 12	198 11						chain (2)	52 4	
223 22	225 11							203 1		
								Chair (1)	3 9	
								Chairman (1)	1 16	

3.2	4.12	18.3	46.9	46.12	61.3	91.12	95.17	98.13	95.18	109.9	112.8	91.1	91.3	91.9
64.16	64.23	65.2	220.4	220.17	221.22	116.15	117.6	120.12	114.8	114.10	128.14	91.16	91.23	92.10
65.6	65.21	65.25	characteristic (2)			127.2	171.7	211.20	129.2	129.5	129.11	92.13	93.4	93.7
66.10	66.15	66.22	220.20	222.6		264.17			129.16	129.17	133.15	93.15	93.74	94.7
67.10	67.16	67.20	characterized (1)			cleared (9)	20.5		137.25	138.3	138.10	94.10	96.27	96.20
68.1	68.5	68.14	205.22			126.8	171.5	171.7	141.2	145.21	146.3	97.21	98.3	98.4
68.24	69.17	69.25	charge (4)	69.15		178.6	184.18	187.5	146.15	146.24	147.1	98.5	105.5	107.16
70.6	70.21	71.7	122.15	122.21	233.22	192.5	241.6		147.6	150.7	151.17	108.11	109.3	109.11
71.16	71.25	72.23	charges (2)	211.5		clearly (9)	71.22		152.14	154.5	154.23	109.14	110.3	110.6
77.8	79.17	94.9	246.11			71.24	99.2	99.7	158.25	161.13	161.14	110.8	110.15	110.22
94.12	94.19	95.3	Charlie (1)	151.1		125.2	125.5		161.19	162.6	165.16	111.1	111.6	111.11
95.8	95.13	95.20	chart (1)	176.24		169.2	175.17	171.17	169.2	170.5	171.17	111.14	111.19	112.4
95.25	126.14	126.19	charts (1)	176.24		175.2	175.15	175.17	175.2	175.15	175.17	112.13	112.22	112.24
126.23	127.7	127.16	check (1)	176.18		175.20	184.1	188.13	175.20	184.1	188.13	113.2	113.59	113.21
130.14	130.21	131.3	cheaper (1)	261.14		188.16	189.2	189.3	188.16	189.2	189.3	114.16	115.1	115.4
131.17	131.21	131.24	check (1)	42.7		189.4	190.22	191.6	193.5	193.6	194.7	115.7	115.17	115.22
151.4	151.19	170.20	checklist (1)	224.23		194.9	194.25	196.9	194.9	194.25	196.9	116.9	116.12	116.14
175.11	175.24	176.2	checks (1)	159.15		196.15	197.5	198.2	196.15	197.5	198.2	118.15	119.3	119.21
176.5	176.9	176.12	choose (1)	62.23		198.3	198.8	205.24	198.3	198.8	205.24	120.2	120.11	120.15
176.20	177.1	177.8	chopped (1)	65.1		209.18	216.15	216.18	209.18	216.15	216.18	120.23	121.71	121.12
177.15	177.20	178.2	chore (2)	62.4		218.25	262.11	262.13	218.25	262.11	262.13	121.16	122.1	122.11
178.4	178.10	178.14	circuit (4)	4.3		262.23	263.7		262.23	263.7		122.23	123.1	123.20
178.18	178.21	179.2	circuits (1)	27.15		135.10	135.14		Commission's (9)			124.1	124.4	124.15
179.6	179.10	179.13	circumstance (1)	53.13		114.21	185.2	191.23	77.13	79.10	98.14	124.23	125.3	125.15
179.15	179.17	179.21	circumstances (1)	30.21	213.10	247.23			129.19	146.22	195.10	132.1	132.11	132.21
179.23	180.2	181.1	cities (4)	99.18		cite (1)	137.5		77.13	79.10	98.14	133.1	133.17	133.18
181.12	181.15	185.10	cities (4)	99.18		104.20	227.3	231.23	61.5	61.8	61.15	133.23	134.1	134.3
185.14	185.16	185.25	circuit (4)	4.3		city (8)	27.20	28.4	61.20	61.24	62.8	134.22	135.25	144.2
186.3	186.7	186.12	circuit (4)	4.3		28.5	70.8	231.22	62.20	63.1	63.10	144.5	144.10	144.13
186.21	187.8	187.18	circuit (4)	4.3		238.7	238.8	253.1	63.14	63.23	64.2	144.16	144.20	144.24
187.25	191.12	191.22	circuit (4)	4.3		238.7	238.8	253.1	64.7	69.21	72.1	145.3	145.8	145.17
191.25	204.21	204.25	circuit (4)	4.3		238.7	238.8	253.1	73.1	73.7	73.18	146.2	146.8	146.8
205.6	205.10	205.13	circuit (4)	4.3		238.7	238.8	253.1	74.12	74.23	75.5	146.19	146.25	147.1
205.16	205.20	207.12	circuit (4)	4.3		238.7	238.8	253.1	75.14	75.20	75.25	147.11	148.7	148.16
207.18	207.22	249.25	circuit (4)	4.3		238.7	238.8	253.1	76.7	76.11	76.19	148.20	149.13	149.25
250.13	251.10	251.13	circuit (4)	4.3		238.7	238.8	253.1	76.24	77.3	77.21	150.12	150.13	150.14
252.4	252.11	252.15	circuit (4)	4.3		238.7	238.8	253.1	77.24	78.2	78.11	150.19	150.15	150.18
253.15	253.21	253.25	circuit (4)	4.3		238.7	238.8	253.1	78.21	78.25	79.5	150.3	150.11	150.17
254.6	261.3	261.12	circuit (4)	4.3		238.7	238.8	253.1	79.12	79.13	79.20	161.3	161.12	161.24
261.18			circuit (4)	4.3		238.7	238.8	253.1	79.23	80.3	80.10	162.12	162.23	163.1
challenged (2)	96.11		circuit (4)	4.3		238.7	238.8	253.1	80.18	80.22	80.25	163.13	164.12	164.18
97.25			circuit (4)	4.3		238.7	238.8	253.1	81.4	81.7	81.12	164.20	165.2	165.12
challenges (1)	181.23		circuit (4)	4.3		238.7	238.8	253.1	81.24	82.4	82.11	165.19	166.1	166.5
Chamberlain (1)	119.9	119.10	circuit (4)	4.3		238.7	238.8	253.1	82.15	83.3	83.7	166.7	166.14	166.19
119.8	119.9	119.10	circuit (4)	4.3		238.7	238.8	253.1	83.24	84.8	84.20	167.3	167.7	167.9
119.19	119.23	121.25	circuit (4)	4.3		238.7	238.8	253.1	84.24	85.12	85.22	168.16	168.23	169.4
122.5	122.6	122.13	circuit (4)	4.3		238.7	238.8	253.1	86.10	86.15	86.23	169.14	172.16	172.19
chance (4)	50.5		circuit (4)	4.3		238.7	238.8	253.1	87.5	87.19	88.1	172.25	173.5	173.13
50.6	52.9	266.7	circuit (4)	4.3		238.7	238.8	253.1	88.5	88.8	88.15	173.20	174.2	175.9
change (9)	12.2		circuit (4)	4.3		238.7	238.8	253.1	89.21	89.1	89.4	181.17	182.3	182.12
14.6	16.18	17.7	circuit (4)	4.3		238.7	238.8	253.1	90.12	90.15	90.19	182.15	182.21	183.4
18.7	100.19	101.11	circuit (4)	4.3		238.7	238.8	253.1				183.9	183.13	183.18
101.13	101.14	109.4	circuit (4)	4.3		238.7	238.8	253.1						
118.24	125.8	171.11	circuit (4)	4.3		238.7	238.8	253.1						
178.16	179.22	186.20	circuit (4)	4.3		238.7	238.8	253.1						
186.25	200.25	265.23	circuit (4)	4.3		238.7	238.8	253.1						
change over (2)	141.22	142.5	circuit (4)	4.3		238.7	238.8	253.1						
143.5	15.20	34.17	circuit (4)	4.3		238.7	238.8	253.1						
190.16	146.17	163.22	circuit (4)	4.3		238.7	238.8	253.1						
182.12	227.22	227.23	circuit (4)	4.3		238.7	238.8	253.1						
changes (1)	18.1		circuit (4)	4.3		238.7	238.8	253.1						
207.4	207.9		circuit (4)	4.3		238.7	238.8	253.1						
channel (7)	46.8		circuit (4)	4.3		238.7	238.8	253.1						
46.12	122.24	220.4	circuit (4)	4.3		238.7	238.8	253.1						
220.4	220.16	220.17	circuit (4)	4.3		238.7	238.8	253.1						
channelled (1)	136.3		circuit (4)	4.3		238.7	238.8	253.1						
channels (7)	46.8		circuit (4)	4.3		238.7	238.8	253.1						

190.4 190.5 190.7 190.16 191.2 191.5 191.10 192.2 192.3 192.25 193.9 193.14 198.25 201.21 201.22 202.25 203.5 203.12 203.15 203.22 204.3 204.14 204.20 205.21 206.2 206.8 206.13 206.16 206.22 206.25 207.25 208.15 208.18 209.3 209.10 214.1 214.5 214.15 215.1 215.10 215.13 215.25 216.4 219.13 219.14 219.22 219.25 220.3 220.8 221.9 221.8 221.16 221.21 222.1 222.17 222.21 223.6 224.5 224.16 224.21 225.4 225.8 225.13 225.16 226.6 226.10 226.18 227.3 227.7 227.12 228.2 228.4 228.7 228.12 228.18 228.22 229.2 229.6 229.11 229.15 229.19 229.24 230.2 230.14 231.9 232.8 232.11 233.4 233.6 233.13 233.18 234.1 235.5 234.9 234.18 235.5 235.9 235.14 235.21 235.25 236.7 236.15 237.1 237.4 237.8 237.13 237.19 237.25 238.6 238.14 238.20 238.25 239.5 239.8 239.10 239.16 239.19 239.22 239.24 240.3 240.8 240.13 240.16 241.16 242.8 242.13 242.20 242.24 243.2 243.13 244.2 244.7 244.14 245.2 245.7 245.10 245.14 245.17 245.25 246.3 246.12 246.15 246.22 246.25 245.5 247.8 247.18 248.4 248.7 248.10 248.13 248.15 248.22 248.25 249.3 249.5 249.13 249.16 249.24 249.4 255.1 255.6 255.19 256.8 256.12 256.15 256.25 257.5 257.7 257.14 257.19 257.23 257.24 258.9 259.1 259.4 259.11 259.20 259.24 260.5 265.13 266.16	102.17 102.20 172.10 172.12 174.15 178.4 205.4 commitments (2) 21 21.6 21.18 23.14 42.25 43.13 98.19 100.6 100.8 100.10 108.12 113.12 171.21 171.25 172.3 172.6 173.21 173.23 174.11 178.15 178.15 179.11 180.8 195.11 205.3 205.17 260.12 260.20 committed (1) 22.9 common (1) 232.5 communication (1) 251.20 Communications (2) 4.20 4.21 communities (1) 105.18 229.23 229.25 community (4) 231.18 232.7 246.8 255.12 companies (16) 10.1 32.22 44.7 44.20 45.1 45.11 72.20 199.20 199.21 199.21 199.25 202.2 210.5 226.23 250.22 251.23 company (1) 12.1 12.3 13.18 13.19 48.24 49.2 56.21 57.4 66.13 88.13 97.15 97.18 97.19 106.6 113.14 113.22 135.12 136.2 136.16 141.18 166.2 182.2 182.24 190.21 198.20 202.1 230.25 234.1 237.23 248.1 254.3 company's (1) 204.1 compare (1) 177.19 191.17 192.10 comparing (1) 93.4 93.11 94.4 comparison (1) 192.14 201.8 210.22 compensation (1) 45.10 competing (1) 45.10 competitive (2) 147.20 147.21 compilation (4) 191.3 193.2 193.4 193.10 193.15 193.17 comp (1) 48.14 compiled (1) 158.14 158.23 158.25 163.8 219.2 compiles (2) 165.24 219.5 complain (2) 102.2 124.11 complainant (1) 202.10	complaint (2) 247.16 258.2 complaining (2) 160.24 211.2 complaint (26) 25.12 36.24 52.18 53.25 69.1 69.2 87.1 87.6 109.20 109.21 163.20 166.8 200.4 205.5 205.8 208.3 208.24 242.25 247.24 247.25 complaints (18) 9.16 25.1 25.2 25.4 25.9 25.14 25.16 25.19 25.21 26.2 48.16 101.22 101.24 106.21 107.13 107.19 108.5 108.12 109.2 162.5 166.10 196.11 202.7 202.7 202.11 203.3 204.6 205.1 205.9 205.15 205.16 207.16 208.9 209.13 209.21 210.2 211.6 242.15 complete (4) 12.1 13.19 30.4 30.11 226.5 265.2 completed (26) 18.12 26.20 27.2 29.25 30.2 30.15 34.2 40.23 67.24 131.9 141.8 142.5 149.10 149.22 150.10 150.11 151.23 171.11 171.14 242.3 completion (2) 151.21 151.22 compliance (1) 131.15 complicated (1) 97.12 25.25 31.2 31.7 36.13 43.7 43.17 44.14 152.21 154.1 154.5 155.25 156.2 156.4 173.4 176.7 182.7 182.10 184.3 confidentiality (1) 31.17 153.4 156.8 169.17 176.10 178.6 213.17 confirm (2) 141.15 142.1 142.25 143.20 237.16 248.5 249.1 confirmed (1) 190.17 237.14 246.6 conform (1) 220.15 confusing (1) 119.4 connection (4) 45.8 50.14 200.11 222.10 222.14 231.22 conservative (1) 236.19 consider (4) 95.18 106.21 145.21 207.7 237.20 266.1	251.13 259.15 concerned (1) 9.14 24.5 82.14 142.3 164.23 220.6 233.3 250.3 259.21 concerning (4) 44.4 45.5 195.4 195.6 concerns (1) 9.9 209.8 209.8 210.11 212.15 concert (1) 23.7 162.21 162.24 CONCLUDED (1) 266.20 concludes (2) 189.16 195.13 conclusion (2) 45.13 93.14 149.7 165.16 165.18 173.14 234.10 condition (1) 56.1 57.10 84.20 84.21 118.18 121.17 124.19 230.23 conditional (1) 83.12 conditioned (2) 118.6 145.19 conditioning (2) 116.20 122.8 122.14 122.21 123.5 123.10 125.22 conditions (1) 48.8 123.14 233.24 235.7 241.5 250.25 251.19 252.2 conduct (1) 138.21 conference (1) 252.25 conferencing (1) 222.5 confidential (1) 25.25 31.2 31.7 36.13 43.7 43.17 44.14 152.21 154.1 154.5 155.25 156.2 156.4 173.4 176.7 182.7 182.10 184.3 confidentiality (1) 31.17 153.4 156.8 169.17 176.10 178.6 213.17 confirm (2) 141.15 142.1 142.25 143.20 237.16 248.5 249.1 confirmed (1) 190.17 237.14 246.6 conform (1) 220.15 confusing (1) 119.4 connection (4) 45.8 50.14 200.11 222.10 222.14 231.22 conservative (1) 236.19 consider (4) 95.18 106.21 145.21 207.7 237.20 266.1	consideration (1) 220.20 considered (1) 67.11 87.14 95.22 96.12 193.15 considering (1) 206.19 consist (1) 14.15 consolidating (1) 54.9 construct (1) 27.20 constructed (1) 231.20 construction (1) 69.15 107.17 108.1 108.6 108.8 109.5 109.8 204.6 204.8 215.6 215.7 construct (2) 117.13 117.14 constructed (1) 65.19 consumer (14) 160.13 160.24 161.1 162.5 171.5 194.9 194.21 194.24 195.9 197.25 204.22 207.3 208.9 208.24 213.3 261.23 consumers (12) 25.2 102.2 124.7 167.20 208.25 210.12 210.15 226.17 226.20 226.22 251.8 260.3 contact (4) 42.11 53.24 158.18 159.23 160.17 164.8 195.9 198.17 198.18 198.20 198.25 199.13 199.15 200.4 201.25 205.3 211.11 213.1 213.6 213.7 213.11 231.22 242.1 242.6 contacted (4) 69.7 213.3 213.5 213.11 222.20 252.8 contacting (1) 231.25 contracts (1) 63.11 194.25 196.14 197.3 197.14 200.2 200.2 200.13 200.15 200.21 204.15 204.22 205.13 209.21 209.22 209.23 211.6 255.12 261.23 contained (2) 6.13 196.8 contains (1) 199.23 contemplate (2) 48.5 150.8 contemplated (1) 13.25 contemplates (1) 16.11 contention (1) 115.7 contingent (1) 130.19 140.21 141.1 continuation (2) 92.6 145.20 continue (4) 30.9 95.1 99.17 251.13
---	--	--	--	--

continued [1]	175.3	187.9	199.6	226.1	104.10	104.12	104.18	68.22	100.21	100.24	217.18	221.4	221.12
continues [1]	99.15	corresponding [1]			104.24	105.2	105.25	102.17	106.4	106.7	222.19	223.8	227.4
contract [2]	62.9	16.18	18.7		106.3	106.21	107.7	106.7	106.8	106.23	234.23	238.21	238.22
231.17		cost [1]	7.3	7.3	107.14	109.15	113.4	112.20	117.19	119.22	239.1	239.23	239.25
contributed [1]	7.25	69.4	127.4	139.14	115.24	116.2	116.6	119.22	121.18	122.2	243.21	244.1	246.7
contribution [1]	8.5	148.1	150.17	256.20	126.11	127.19	127.22	122.4	124.16	125.6	247.20	248.18	252.24
8.5		costs [4]	74.1	123.10	128.3	130.4	130.9	154.13	154.17	158.17	253.1	255.8	259.2
conversation [2]		124.10	148.10		130.11	130.13	150.20	171.1	172.7	172.8	259.5	267.1	267.5
181.19	242.11	counsel [1]	4.6		150.25	151.3	152.3	172.9	172.10	174.18	267.19		
conversion [1]	199.11	267.14	267.15		152.5	155.5	158.3	177.12	178.24	179.1			
converted [1]	142.9	158.5	158.7	158.9	158.5	158.7	158.9	179.3	180.9	198.16	Dakota's [1]	93.1	
convinced [1]	98.10	counsel's [1]	4.8		183.5	183.8	183.19	198.25	200.2	200.4	damages [1]	234.25	
cooperative [1]	230.24	count [5]	18.20		187.9	187.17	187.20	200.13	221.3	233.16	Dan [1]	33.4	
70.14	70.19	conven [1]	50.17	51.1	188.1	189.19	189.21	241.15	241.22	242.2	data [5]	37.16	43.15
118.6	118.10	227.16			189.25	190.2	190.4	242.15	242.17	244.17	48.23	63.21	92.16
119.18	119.24	counted [5]	18.22		192.1	192.4	192.9	244.19	244.19	244.20	93.7	93.9	93.10
121.8	122.7	22.23	50.19	171.3	192.16	192.20	192.24	245.1	246.19	249.23	93.13	96.8	96.10
123.6	127.10	213.5			193.19	193.21	195.16				96.12	96.21	96.25
227.21		243.8			195.18	195.20	195.22	customer's [1]	12.5		97.15	144.25	145.10
copy [1]	21.4	counting [1]	53.4		195.25	200.7	201.5	customers [1]	7.6		145.15	158.22	164.22
78.15	79.11	country [5]	7.21		201.21	209.12	209.17	13.16	14.19	15.17	164.24	169.7	172.20
225.2	263.13	123.6	7.21	9.21	209.22	210.6	210.10	20.25	23.14	23.16	175.13	181.20	181.21
core [2]	56.9	COUNTY [1]	267.2		210.19	210.21	211.1	44.3	68.12	87.1	185.8	190.20	190.21
correct [1]	11.24	couple [1]	66.19		211.17	211.16	212.9	87.13	103.13	106.5	190.24	191.3	192.18
13.5	13.6	110.8	116.10	147.12	212.13	212.15	212.20	106.12	125.13	133.16	193.2	193.3	193.4
13.23	13.24	180.2	200.12	201.22	215.2	215.15	216.6	196.15	210.4	214.6	193.10	193.11	193.16
15.25	16.15	204.21	233.25	250.2	217.21	217.23	217.25	214.7	215.19	223.25	193.16	193.17	199.22
19.2	19.4	262.16	250.5	253.6	218.2	218.6	219.11	224.8	225.11	228.9	207.14	222.12	230.11
20.12	20.23	262.2	262.20	263.1	219.13	259.25	260.10	228.13	232.16	239.6	231.3	231.11	231.25
21.22	22.2	263.18	263.21	263.24	260.18	261.1	261.19	243.9	244.12	244.24	232.19	235.12	240.22
22.15	22.16	264.15	264.21	265.3	262.4	262.8	262.16	245.11	246.17	246.21	242.19	248.1	248.10
22.20	23.17	263.18	263.21	263.24	263.20	263.1	263.4	247.1	247.3	249.4	248.20	249.21	253.11
23.21	24.13	coupled [1]	7.18		264.15	264.21	265.3	249.6	249.14	252.24	254.19	262.1	
34.24	40.8	course [1]	94.19		265.6	265.8	265.10	256.2	261.10		database [1]	195.10	
46.25	48.25	130.15	149.17		265.13	266.18		customers' [1]	12.1		196.10	196.12	196.15
62.12	66.12	cover [1]	43.21		266.9			13.19	192.12		196.22	197.7	197.11
70.4	70.5	cover [1]	266.9		CREX [1]	241.13		cut [1]	68.13	112.12	197.23	198.12	198.15
76.23	85.25	covered [1]	201.23		criteria [1]	58.25		cuts [1]	203.9		198.18	198.22	199.7
89.3	89.4	covering [2]	46.6		59.21	176.23	182.18	Cybernet [1]	238.22		199.12	199.23	200.3
95.24	105.1	120.5			221.17	221.20					201.15	207.23	262.1
121.9	130.20	covers [1]	135.23		critical [1]	150.9					DataNet [1]	239.3	249.11
142.12	142.14	creatic [2]	40.22		150.10	202.19	251.25				249.11		
155.20	175.13	created [1]	135.21		cross [4]	130.7	158.2				date [1]	3.6	12.4
177.11	178.7	creating [1]	118.21		195.24	218.4		D [1]	2.13	3.1	12.4	13.20	23.22
190.19	200.5	credit [1]	23.15		cross-examination [1]	4.1	10.15	10.18	10.21	11.14	14.8	14.21	21.25
201.1	201.11	credits [2]	24.2		42.22	189.23	196.2	157.3	157.6	182.5	28.15	13.10	37.12
204.24	207.5	Creek [1]	223.22		200.9	201.6	218.7	195.7	214.2	230.12	63.24	68.3	112.16
218.20	219.3	Cremer [144]	1.20		crossconnects [1]	228.10	243.9	DACS [1]	143.10		112.25	130.22	131.12
225.7	226.4	4.1	4.12	4.15	228.11			daily [1]	41.5	202.14	131.13	146.16	151.21
237.3	237.12	4.18	5.2	5.7	CSM [1]	106.8		228.10	243.9		151.22	171.24	173.11
249.19	249.1	5.10	6.18	6.20	214.10			Dakota [1]	1.2		174.7	177.10	233.1
248.12	250.14	10.16	36.9	36.14	curious [1]	94.3		1.13	2.5	2.8	237.24	244.18	264.15
250.25	250.12	42.18	42.20	45.15	97.1	133.2	246.10	2.11	3.8	5.21	265.11		
253.24	256.7	64.10	64.15	77.19	current [1]	129.8		7.2	7.7	7.19	dated [1]	129.2	
256.14	257.4	77.23	78.1	91.18	207.13	231.15	252.20	7.19	9.19	20.22	dates [2]	10.9	14.20
259.23	261.8	98.16	98.23	99.10	52.25	51.1	28.13	25.11	28.13	38.19	Dave [1]	1.22	
267.10		101.21	101.21	102.5	52.25	51.1	28.13	38.21	46.13	46.15	day-to-day [1]	209.6	
		102.21	103.3	103.5	52.25	51.1	28.13	52.25	51.2	58.9	days [5]	11.8	
		103.16	103.20	103.25	52.9	52.21	53.25	66.10	66.23	72.20	12.4	13.10	13.11
					54.4	62.2	68.20	84.7	85.19	99.17	13.19	13.22	14.8
								100.25	107.2	107.13	14.16	14.20	14.22
								108.19	116.25	117.2	15.16	15.25	16.13
								121.19	127.4	145.25	16.23	22.5	22.6
								158.19	162.5	166.23	22.7	22.9	22.10
								183.14	189.2	192.9	22.23	22.24	28.18
								192.15	195.13	208.9	46.17	90.23	109.23
								214.16	216.17	216.19	154.14	154.18	160.8
											166.17	170.11	170.24
											171.1	171.2	171.9

171.11 171.15 172.8	Denver-based (1)	211.25 242.21 247.11	discover (1)	9.25	documents (2)	80.7
172.11 177.14 178.25	109.16	261.22 261.23 261.25	discovering (1)	113.14	159.13	
179.5 179.7 180.6	deny (1) 129.11	determined (1) 197.14	discuss (4)	83.14	doesn't (1)	30.5
184.14 199.2 208.21	denying (1) 129.15	determines (1) 101.19	111.21 141.3 142.18		50.2 50.10 72.15	
214.9 214.9 214.14	department (1) 219.4	develop (1) 17.5	246.15 264.22		97.19 105.22 118.7	
214.18 232.1	depend (1) 234.20	70.22 149.24	discussed (1)	81.8	119.10 120.7 120.20	
deadline (4) 131.9	dependent (2) 91.17	developed (4) 7.5	81.13 83.4 88.16		123.17 125.1 131.11	
131.13 131.18 263.23	180.3	12.14 16.1 32.15	133.9 133.12 133.20		132.18 146.20 160.14	
deadline (1) 131.15	depending (2) 108.7	developing (1) 71.2	137.24 165.19 182.24		247.12 247.13 265.20	
dcal (3) 9.4 10.10	199.3	development (4)	217.14 245.18 247.8		dollar (7) 73.11	
41.7 52.17 73.24	depicted (1) 190.14	125.18 206.3 212.11	264.23		105.21 135.12 136.2	
73.25 74.11 82.10	depicts (1) 195.2	232.3 255.13 255.22	discussing (1) 104.6		149.19 151.25 187.1	
82.24 94.20 94.24	deploy (5) 227.2	260.23	113.20 139.23		dollars (2) 7.9	
95.6 121.24 158.13	227.9 227.10 241.14	develops (1) 218.11	discuss (1)	18.22	7.10 7.11 28.19	
202.1	260.23	device (1) 60.25	53.19 73.14 74.16		29.2 66.6 66.20	
dealing (4) 204.22	260.23	devices (1) 56.4	83.17 86.21 104.19		73.24 74.18 83.11	
207.2 208.7 215.19	deployed (1) 47.16	deviously (2) 50.25	109.7 113.8 113.9		85.7 105.24 134.22	
deals (1) 63.17	60.21 60.22 148.21	51.4	130.15 132.5 133.9		134.23 134.25 134.25	
92.15 139.14 208.2	148.22 148.24 220.16	devoted (1) 14.6	218.14 242.6 251.1		135.5 140.1 147.15	
December (7) 26.24	226.13 228.5 228.15	diagnostic (1) 222.9	discussions (1)		147.15 150.4	
26.25 33.9 33.14	237.9 237.16 246.4	dial (9) 9.6 40.7	8.25 17.4 81.9		done (17) 32.19	
40.15 41.01 154.5	254.4	40.10 40.22 101.10	104.8 110.11 110.14		38.5 38.17 40.8	
decide (1) 53.3	253.1	119.12 217.17 248.16	110.16 110.20 131.15		43.14 50.22 54.21	
115.9 147.2 163.23	253.1	difference (1) 17.1	134.20 134.24 136.20		55.11 61.17 64.4	
235.22	253.1	60.10 100.19	139.6 139.9 139.17		67.23 73.4 89.10	
decided (1) 52.11	253.1	differences (1) 100.18	255.16 258.2		89.19 89.25 94.11	
63.18 114.20	253.1	different (2) 19.25	disillusioned (1)		101.2 101.2 106.14	
deciding (1) 56.18	253.1	26.15 70.12 71.9	71.13		108.25 149.6 161.21	
decision (4) 4.2	253.1	93.12 93.13 93.20	dislike (1) 251.8		164.1 165.2 165.17	
62.25 91.18 91.25	253.1	97.16 101.13 117.3	dispatch (1) 226.2		165.20 175.16 175.21	
114.8 135.8 147.8	253.1	117.17 145.13 164.5	dispatched (1) 230.22		199.18 201.24 203.24	
168.12	253.1	169.4 190.23 191.21	displayed (1) 202.18		223.19 245.7 245.9	
dedicated (4) 27.15	253.1	196.11 196.23 196.23	DOT (1) 255.4		254.17 254.24 254.25	
63.12 208.11 261.6	253.1	215.5 251.6 257.18	disregard (1) 145.24		double (1) 85.13	
deductions (1) 181.8	253.1	260.9	disrupted (2) 194.23		85.16 137.18	
deemed (1) 43.7	253.1	difficult (2) 90.24	202.19		double-check (1)	
defective (4) 50.12	253.1	107.3	distance (4) 47.3		254.13	
115.2 115.3 115.5	253.1	difficulties (1) 212.7	127.12 211.5 211.13		doubt (1) 35.10	
defense (1) 258.4	253.1	difficulty (1) 201.15	230.2 253.13		doubting (1) 150.2	
defer (1) 262.12	253.1	dig (1) 97.11	distribution (1) 251.24		down (17) 10.24	
deferring (1) 144.9	253.1	digital (2) 28.6	districts (4) 237.17		16.2 19.20 26.18	
define (1) 203.20	253.1	46.5 72.10 72.11	238.10 238.18 245.19		44.20 48.13 50.9	
defined (1) 198.5	253.1	118.9 118.21 118.22	distrust (1) 161.17		53.10 54.17 54.18	
definition (2) 18.12	253.1	118.25 119.1 119.16	diversified (1) 28.6		55.12 50.15 59.16	
81.15	253.1	119.20 120.5 121.5	divide (1) 171.13		60.4 103.21 105.21	
definitive (1) 93.21	253.1	121.8 121.9 121.10	division (4) 128.13		149.14 159.22 160.25	
degrees (1) 259.16	253.1	122.9 122.19 125.10	142.8 162.2 162.3		163.24 166.11 167.15	
delayed (1) 3.22	253.1	122.11 230.11 231.4	188.15 208.24		172.5 175.1 173.19	
delinates (1) 198.3	253.1	241.2 241.11	docket (17) 3.3		174.11 174.20 185.12	
Delta (2) 21.7	253.1	diminished (1) 66.8	5.23 66.1 75.17		189.8 195.11 195.12	
46.8	253.1	direct (4) 5.15	76.16 76.17 97.25		198.11 203.3 214.8	
deluded (1) 71.13	253.1	45.3 128.1 128.8	107.22 110.20 128.23		234.22 247.14 259.18	
demands (1) 72.8	253.1	146.6 152.11 188.10	129.6 129.13 129.17		drafted (1) 80.5	
Denny (2) 240.4	253.1	194.4 216.12	130.17 138.23 139.7		80.18 80.20 81.2	
247.12	253.1	directed (1) 219.7	139.14 139.23 148.2		132.22 132.25 133.3	
Denver (20) 2.3	253.1	directions (1) 194.20	150.24 151.2 168.21		133.4	
25.12 107.5 155.17	253.1	directly (1) 267.16	189.4 191.8 206.1		dramatic (2) 102.22	
158.20 158.22 159.2	253.1	director (5) 5.20	206.18 238.2		174.24	
162.17 163.7 163.8	253.1	198.21 128.13 152.15	dockets (1) 97.23		dramatically (1)	
166.2 166.13 166.16	253.1	disagree (1) 145.23	document (11) 60.4		10.3	
166.17 167.7 167.9	253.1	disagreements (1)	79.15 161.7 161.16		drift (2) 231.1 236.22	
208.10 217.7 218.15	253.1	93.19	186.9 198.2 224.23		driving (2) 84.16	
240.21	253.1	disbelieve (1) 54.4	224.24 225.1 225.2		251.22	
	253.1	discharged (1) 113.19	248.20		drop (1) 200.13	
	253.1		documentation (4)		dropped (1) 173.25	
	253.1		155.12 224.18 225.5		dropping (1) 113.10	
	253.1		226.16 254.18 254.25			

drops (1)	259.17	40.4	47.5	54.1	enhancements (4)	7.15	74.19	111.21	evidentiary (1)	4.7	17.17	17.17	17.19
drum (1)	62.17	230.9	233.17	235.23		132.7			exact (1)	155.14	21.5	21.5	21.7
dry (1)	57.1	248.16	250.6	260.10					227.15	233.1	31.1	32.1	32.4
DS (1)	119.14	either (1)	50.13		entail (1)	210.23			exactly (1)	36.3	32.5	33.8	34.8
DS1 (1)	119.14	52.7	55.9	117.14	enter (2)	196.25	207.14		48.19	50.9	39.1	37.20	43.18
DS1's (4)	43.1	166.23	200.21	207.17	entered (1)	11.12			59.2	69.12	77.22	76.4	77.9
43.24	230.7	213.8	222.7	241.13	69.1	138.16	168.4		78.22	79.24	83.8	100.15	100.16
230.11		244.16	252.21		199.16	213.2	213.14		108.9	110.1	111.12	136.2	152.18
DS2 (1)	230.7	elaborate (1)	258.12		entering (1)	199.20			121.10	127.1	136.8	154.5	154.9
DS3 (1)	230.11	elaborated (1)	240.23		entire (2)	20.9			146.20	263.9		154.12	154.14
DS3's (2)	43.1	electric (1)	113.22		67.24				5.15	113.6	128.8	155.1	155.7
230.7		230.24	234.14	234.24	entitled (1)	13.4			146.7	152.11	183.20	157.3	157.6
DSL (1)	252.19	236.11	236.21	250.3	entitlement (1)	76.21			166.15	170.1	170.21	166.15	170.1
253.9	253.19	251.15	251.17	258.19	environment (1)				178.8	171.10	171.15	171.8	171.10
DSO's (1)	230.7	electrical (4)	220.20		99.5				216.12			171.18	171.20
due (1)	13.22	234.23	230.24	251.6	equip (1)	121.4			175.12	175.16	175.17	175.12	176.21
14.20	14.21	electrically (1)	55.21		equipment (4)	26.21			177.9	177.21	182.4	182.5	183.22
21.25	31.16	electricity (4)	109.24		60.17	61.12	121.11		182.5	183.22	188.18	189.17	190.13
42.13	88.24	elements (1)	235.12		228.16	237.24	253.7		193.1	216.11		193.1	193.5
156.7	169.17	electronically (1)	54.20		258.17				22.3	33.13	44.13	195.1	195.5
213.17	232.17	electronics (1)	60.14		119.10	120.1	120.20		47.3	105.16	105.18	195.1	195.14
235.5	258.5	element (1)	137.13		equity (1)	85.18			118.9	121.25	197.18	196.8	197.10
duly (4)	5.13	137.14	198.1		equivalent (1)	117.3			243.9	255.20	260.7	198.11	200.1
152.9	188.8	elements (1)	146.12		118.3	253.12			examples (1)	49.13		200.12	201.1
216.10		eligible (1)	30.18		EROS (2)	231.11			exceed (2)	17.3		210.8	210.19
duplicate (1)	112.12	eliminate (1)	69.3		231.25				149.20			215.4	216.21
during (1)	33.22	eliminated (1)	187.10		errant (1)	198.20			exceeded (1)	10.8		265.1	265.2
34.2	34.16	elimination (1)	141.21		erring (1)	73.19			exceeding (2)	10.5		exhibits (1)	6.4
36.25	40.15	emergency (4)	194.22		error (2)	222.12	241.7		11.8			6.17	36.13
87.7	88.11	202.12	206.6	250.17	escalated (1)	52.7			9.19			91.5	152.21
99.6	103.19	emerging (1)	147.20		especially (1)	55.16			109.6	111.6	164.9	192.19	195.1
174.3		emotions (1)	202.17		70.24	151.11	151.20		147.17	184.22	237.14	198.10	199.18
dutifully (1)	60.8	emphasis (1)	151.25		204.6				exception (1)	31.5		exist (1)	202.24
-E-		employee (4)	50.10		essence (1)	16.3			excess (2)	28.12		existed (1)	37.23
E (1)	2.1	50.15	53.7	113.13	73.15	85.8	221.1		69.14			existing (1)	260.2
2.13	3.1	113.17	242.1	257.12	221.4				exchange (4)	32.21		exists (2)	56.10
195.9	196.6	employee's (1)	53.15		essentially (4)	101.6			45.11	70.3	105.5	72.18	
197.18	198.11	employees (3)	51.6		107.2	131.8	193.7		119.7	254.2		exit (4)	164.6
200.1	200.11	53.1	162.14	166.20	establish (1)	197.17			44.19	45.23	67.15	165.10	168.5
204.22	205.11	217.14			established (4)	7.3			83.22	84.10	84.22	168.8	
210.19		en (1)	253.4		65.14	131.7	197.19		100.25	110.13	110.18	expanded (1)	212.3
E-mail (1)	207.18	enacted (1)	220.12		establishing (1)				111.16	117.11	117.12	expansion (1)	105.16
E-mails (1)	207.17	enclose (1)	258.10		197.23				117.15	134.15	136.14	expect (1)	54.22
ear (1)	244.24	end (2)	3.20	19.16	ct (1)	43.25			139.15	145.25	150.21	109.1	203.23
EAS (1)	200.15	20.14	34.5	34.6	evaluating (2)	129.24			183.6	227.17	232.13	234.12	235.15
ease (1)	186.7	43.22	44.2	67.24	231.3				252.17			expecting (1)	149.3
easier (2)	27.9	73.3	82.1	91.24	evaluation (2)	95.15			exchanging (1)	103.8		expended (1)	28.20
174.7		102.16	131.11	141.23	129.22				exclude (1)	31.8		expenders (2)	45.7
eastern (4)	21.1	171.24	172.1	172.2	event (4)	102.12			Excluding (1)	184.23		expense (4)	7.11
26.18	225.18	77.10	204.8	222.8	events (1)	100.20			excuse (1)	21.16		28.16	28.20
economic (1)	125.18	226.16	246.4	263.18	eventually (2)	28.1			60.21	91.4	109.13	125.10	131.2
255.13	255.21	end of month (1)	19.8		147.23				137.5	139.9	238.12	expensive (2)	121.3
economical (1)	361.14	engineered (1)	33.21		everybody (1)	31.6			excused (1)	115.24		25.2	
economics (1)	203.2	engineered (1)	33.21		70.15	72.5	72.16		127.23	152.5	187.25	experience (4)	94.1
education (1)	125.18	engineered (1)	33.21		93.22	95.17	96.23		109.21	216.6	262.6	108.16	182.16
125.19	245.19	57.11	57.14	105.8	125.14	127.4			excutive (1)	25.14		204.5	243.18
effect (1)	186.25	229.13	235.19		everywhere (2)	71.17			109.20	208.3	208.10	experienced (1)	34.11
193.6	193.8	engineers (1)	32.20		118.13				209.2			41.9	78.5
efficient (1)	266.15	enhance (1)	12.16		evidence (1)	77.4			exhibit (1)	6.1		explicencing (1)	
effort (2)	33.5	12.16	127.11		129.23	129.25			6.14	6.16	10.20	23.14	34.25
53.1									11.11	11.14	11.15	104.12	211.22
efforts (1)	19.15								11.17	16.8	17.14	expert (1)	61.11
eight (1)	40.2												

93 15 219 17	26 15 38 23	42 10	254 4	file (1) 156 2	156 7 169 16	189 9
expertise (2) 57 4	51 18 74 5	82 17	fashion (1) 233 8	filed (7) 107 19	116 16	follows (4) 5 14
100 3	112 8 113 22	115 14	fast (1) 93 22	157 6 177 2	189 4	128 7 152 10
experts (1) 57 4	127 11 148 23	148 24	faster (1) 227 23	221 10 224 23		194 3 216 11
explain (15) 33 13	150 3 150 4	151 9	252 20 259 17	filing (2) 182 1		foot (4) 220 7
35 22 58 8	160 6 220 19	226 12	fault (2) 15 19	248 1		220 20 220 24
91 12 117 4	247 15 256 4	259 6	faults (1) 56 2	fill (2) 18 14	168 8	force (2) 117 20
144 8 165 15	261 13		56 2 56 17	filled (1) 164 10		117 20 126 25
208 6 215 7	factor (1) 44 6		faulty (1) 57 20	final (7) 4 2	4 10	forces (1) 36 18
240 18 243 15	151 21 258 7	237 22	favor (1) 200 21	7 7 8 13	16 4	forcing (1) 69 18
explains (1) 198 4	237 23		FCC (1) 9 25	68 3 168 17		forecast (4) 32 4
explanations (1) 191 18	fail (15) 37 1	55 19	92 25 93 2	finally (4) 8 11		32 13 32 18
exposed (1) 258 6	163 1 163 24	241 2	96 10 96 17	10 2 56 18	99 4	32 34 237 24
Express (1) 90 23	failed (7) 14 22		97 4 97 7	100 1 161 11		forecasting (4) 44 4
expressing (1) 146 3	14 23 18 14	36 25	97 19 97 20	financially (1) 267 16		44 24 57 21
168 20 168 24	87 7 114 22	241 3	181 24	fine (2) 21 14	256 19	99 13 231 10
extend (1) 70 13	fails (1) 22 22		feature (5) 222 11	finger (2) 103 1		231 15
extended (1) 200 16	failure (5) 37 1		227 1 227 9	107 4		267 9
200 23 233 23	87 8 114 25	247 19	230 12	first (34) 3 21	4 17	forget (1) 131 11
extension (1) 76 18	250 3		features (4) 122 24	5 13 8 18	11 21	forgot (2) 181 18
extensive (2) 223 19	failures (1) 241 8		217 12 222 6	16 7 16 8	17 9	223 2
231 1	fair (7) 146 23	168 10	227 11 240 11	17 14 17 17	17 23	forgotten (1) 254 15
extinct (1) 249 6	193 2 216 1	242 20	February (1) 3 18	27 14 32 11	35 22	formal (1) 242 24
243 21 244 1	243 21 244 1		3 19 8 19	35 25 41 25	45 17	format (1) 196 24
extenuating (1) 30 21	fairly (10) 8 4		88 25 129 17	49 18 52 3	69 24	former (1) 31 5
extra (1) 71 8	10 6 23 9	42 1	173 17 174 6	78 18 80 16	99 2	forthcoming (1) 129 23
extract (1) 198 14	67 6 70 10	95 17	187 10 187 11	105 6 105 9	128 6	135 7
extracted (1) 196 12	193 13 223 19	240 22	feed (1) 251 5	152 9 184 9	185 14	forthright (1) 104 7
extraordinary (1) 71 15	fairness (1) 53 19		feeds (1) 251 25	188 8 190 11	194 2	forward (2) 109 5
extremely (2) 161 4	fall (15) 37 17	38 5	foes (1) 212 11	194 21 198 19	216 10	140 3
266 1	108 2		foet (1) 221 5	230 5		forwarded (1) 155 18
-F-	Falls (1) 2 5		foet (1) 221 5	fit (1) 120 8		found (1) 29 6
F (12) 195 10 196 6	26 19 40 12	40 12	Feickert (1) 41 14	five (2) 28 13	75 22	40 18 51 5
196 7 197 10 198 10	40 17 40 21	41 3	41 19 42 12	75 23 78 16	80 15	73 14
198 11 198 13 199 18	41 4 44 21	44 24	89 6	101 16 119 23	130 24	77 19 97 8
205 1 205 6 205 11	64 25 70 7	88 5	134 6 224 3	179 23 179 24	189 9	191 13 220 9
205 13	99 18 101 1	122 6	258 5	189 13 189 14	191 20	229 (34) 22 5
face (1) 41 23	141 19 143 3	143 23	few (10) 10 1	191 22 192 4	211 19	22 9 211 47
facets (1) 238 1	148 19 203 10	217 13	28 18 35 18	235 16 236 1	236 9	48 3 70 3
facilities (1) 9 5	223 10 223 11	223 12	64 16	238 10 246 16	263 2	70 20 70 24
18 13 18 17	232 13 227 15	238 7	103 8 126 4	fix (5) 16 2	57 25	98 17 101 21
28 23 41 16	232 13 237 15	238 7	210 25 249 22	58 3 83 2	88 13	118 11 119 2
42 8 42 10	241 19 243 4	243 20	fewer (1) 203 18	fixed (4) 56 19	58 1	122 7 123 16
68 13 68 21	243 23 246 5	249 2	fiber (15) 26 12	58 3 128 13	152 16	126 17 133 7
70 12 101 10	251 22 253 2		26 13 27 20	188 15		179 13 179 17
102 1 102 9	falsely (2) 51 6		29 12 29 13	float (1) 233 22		179 13 179 17
102 1 102 9	51 9		29 17 29 19	flood (2) 61 17		225 16 236 1
117 19 118 2	falsified (1) 162 14		60 21 60 23	111 25 112 2		236 12 238 10
119 16 119 18	falsify (2) 162 19		61 4 104 20	floods (1) 111 25		245 6 254 1
122 18 126 21	163 3		105 3 105 5	111 25 112 2		245 6 254 1
148 3 148 15	falsifying (1) 113 11		111 22 113 3	flowed (1) 166 12		four-hour (1) 234 16
227 24 240 19	familiar (4) 36 2		127 8 127 10	fluctuate (1) 19 12		four-party (2) 67 21
241 18 243 4	75 7 93 17	210 7	203 9 223 22	fluid (1) 41 1		fourth (1) 100 5
260 3	family (2) 241 13		225 11 229 12	fly (1) 63 22		fragile (1) 234 24
far (14) 28 5	252 21		241 8 241 9	follow (10) 37 5		frame (1) 9 12
28 6 42 6	far (2) 8 6	24 4	261 10	37 6 39 1	115 10	30 3 46 2
118 6 118 22	31 14 32 10	77 4	fiberoptics (1) 60 14	115 19 161 8	175 11	228 22 241 18
118 25 118 25	102 12 108 7	133 6	field (9) 32 20	216 1 256 2	257 13	243 15 243 25
121 4 121 5	142 2 157 6	162 1	36 18 38 2	follow-up (4) 38 17		frankly (2) 9 21
122 20	202 23 208 19	210 4	231 5 231 16	151 4 254 9	261 20	63 5
facing (1) 163 18	212 16 220 22	220 23	fields (2) 198 25	followed (7) 37 13		freed (1) 135 19
fact (10) 7 25 8 22	235 19 241 7	241 24	198 25	38 9 38 18	91 11	frequently (1) 106 13
12 22 14 19	251 6		figure (4) 65 3	94 21 116 14	150 22	Friday (1) 264 4
15 21 16 7	farmers (1) 250 14		65 22 65 23	following (7) 8 18		front (1) 5 25
	farther (2) 251 8		figured (1) 221 8	31 16 79 25	153 3	82 24 84 23

120.9	124.10	201.25	206.20	granting (1)	129.15		173.14	189.21	206.21
219.10			gathering (1)	93.7	145.22		206.20	267.6	267.10
fulfill (1)	10.12		93.13	242.19	great (1)	99.7	103.11		
fulfilled (2)	10.11		gauge (1)	220.21	103.19	245.15	245.17	hearings (1)	8.10
74.11			GCNB (2)	27.19	14.8	72.21		heart (1)	75.10
fulfills (4)	45.23		29.3		greatly (1)	9.14		Heaston (3)	2.2
46.22	47.15	47.16	Gene (1)	240.5	198.19			4.14	4.17
full (2)	17.9	12.3	general (4)	43.3	198.19			4.19	5.4
fully (4)	26.13	170.23	95.3	144.7	194.21			5.16	6.16
120.5	147.21		198.12	199.14	201.17			21.1	21.14
fully developed (1)			202.15		Gregory (4)	1.20		31.4	31.14
138.6			generally (1)	30.22	1.20	128.5		76.14	77.8
fully switched (1)			57.7	62.16	131.20			79.8	90.21
46.5			213.12	243.22	250.13			91.19	92.12
function (1)	45.23		generative (4)	25.18	250.13			91.12	107.15
functionality (2)			83.12	108.20	198.11			113.4	113.5
56.15	243.19		generated (4)	25.20				114.14	116.1
fund (5)	83.15	135.2	138.18	165.6	215.11			127.20	127.21
135.3	140.13	147.13	generates (1)	164.14				130.8	135.2
funded (1)	140.4		generator (4)	87.16				158.4	176.8
140.6	147.14		87.22	250.9	250.10			177.6	178.8
funding (1)	28.2		generators (4)	87.17				184.2	188.1
83.5	133.20	139.21	87.18	87.22	250.15			196.1	196.3
140.6	140.22	140.23	generic (1)	22.1				209.20	212.25
147.16			gentleman (1)	49.15				215.24	217.2
furnish (1)	133.24		Gerdas (1)	4.23				218.2	218.5
furnishings (1)	38.16		gift (2)	148.8	148.11			263.17	264.13
45.20	50.8	60.5	given (1)	7.19				264.23	265.12
85.6	96.16	119.9	21.25	94.23	145.34			266.23	265.14
190.12			170.13	174.17	177.13			266.3	
furnished (1)	54.25		244.19					beat (1)	183.15
101.11	108.2		giving (1)	73.9				beated (1)	250.24
furnishes (1)	48.24		glean (1)	55.5				heaters (1)	258.19
49.2	97.18		goal (2)	12.19	20.3			heavily (1)	70.24
furnishing (1)	58.21		goals (4)	10.5	10.5			heavy (1)	40.14
60.7	97.20		176.13	176.14				heav (2)	56.24
future (4)	27.25		170.13	176.14				held (2)	9.4
41.18	63.24	148.14	176.13	176.14				9.14	18.12
149.16	232.7		109.12	109.5	118.16			18.17	18.19
			120.12	147.16	172.9			19.5	19.10
			186.21	214.10	258.20			19.19	19.20
			gone (1)	50.22				60.23	82.22
			52.4	68.9	136.1			100.10	101.10
G (1)	3.1	195.11	174.14	172.25	172.15			102.13	102.16
196.6	197.10	198.10	174.14	172.25	172.15			104.3	113.12
198.10	198.12	198.13	264.2	264.8	264.9			help (1)	44.12
199.18	205.1	205.6	264.2	264.8	264.9			99.7	127.15
205.11	205.14		good (2)	21.15	65.11	66.7	68.24	97.16	106.21
gain (1)	32.6	65.25	23.9	37.3	59.6	68.14	72.24	211.25	232.9
66.7	66.11	66.13	87.12	93.3	114.23	79.15	80.4	212.11	212.14
66.18	66.20	66.23	125.16	125.25	126.6	82.14	90.18	212.25	232.9
67.3	67.11	67.17	126.20	148.9	150.3	91.14	91.16	212.25	232.9
67.18	83.22	84.16	176.16	174.20	196.4	94.5	94.20	212.25	232.9
84.17	84.20	85.1	192.5	222.13	226.24	95.16	95.23	212.25	232.9
85.2	85.15	85.17	226.2	245.12	247.15	102.24	108.13	212.25	232.9
85.20	110.12	110.14	254.22	257.11	260.19	119.14	115.18	212.25	232.9
110.17	110.19	111.16	260.21			119.12	127.18	212.25	232.9
130.17	130.18	134.14				138.14	148.25	212.25	232.9
134.18	135.1	135.5	Gosline (1)	162.4	208.11	151.19	160.11	212.25	232.9
135.13	135.15	135.21	208.11			174.7	186.7	212.25	232.9
135.24	136.4	136.9	government (1)	105.11	45.25	202.2	203.1	212.25	232.9
136.13	136.21	137.19	Governor (1)	8.1	208.7	208.25	209.24	212.25	232.9
145.24	220.25		45.25			211.19	128.21	212.25	232.9
gained (1)	84.9		governor's (1)	220.13	225.21	238.5	244.10	212.25	232.9
gap (1)	210.16		220.15	255.13	255.21	grestimating (1)	176.25	212.25	232.9
gas (1)	199.24		granted (1)	73.16		guilty (1)	113.17	212.25	232.9
gathered (2)	93.8		grant (1)	146.5				212.25	232.9

historically (1)	204 13	immediate (1)	9 6	78 20	80 1	80 17	195 9	196 27	196 11	intended (1)	197 25
history (1)	15 9	immediately (2)	42 10 42 11	83 7	85 15	94 14	196 13	196 25	197 4	intensity (1)	202 11
h (1)	74 14 109 24	imminent (1)	19 25	94 25	95 15	129 12	197 6	197 16	197 20	intention (1)	30 4
h (1)	132 3	implement (1)	27 3	134 13	134 8	134 1	198 15	198 21	199 12	30 7	39 1
hooking (1)	113 10	implementation (1)	19 25	137 11	137 20	138 20	206 20	205 23	206 6	intentional (1)	163 11
hold (1)	160 17	implemented (1)	19 25	145 22	146 4	168 25	212 5	219 1	220 14	inter (1)	7 20
home (1)	407 25	implementing (1)	19 25	172 22	174 24	181 9	224 13	226 3	231 16	interaction (1)	207 2
h (1)	231 23 232 5	implemented (1)	19 25	191 7	201 18	204 1	231 18	237 10	237 14	interconnect (2)	
homes (2)	204 9	implementing (1)	19 25	204 10	206 1	206 18	237 29	241 6	248 19	44 19	45 1
h (1)	219 9	importance (1)	203 1	168 21	172 14	201 9	259 10	263 10	263 10	interconnected (1)	44 7
honest (1)	65 15	important (1)	112 7	151 5	151 5	151 5	informative (1)	191 13	191 13	interest (1)	146 10
honestly (1)	91 8	importance (1)	112 7	151 10	161 38	176 13	informed (2)	155 15	155 15	146 10	146 13
h (1)	91 8	importance (1)	112 7	151 10	161 38	176 13	infrastructure (2)	8 2	73 12	146 20	146 20
honoring (1)	68 17	impression (1)	45 13	131 5	131 5	131 5	ingredient (1)	60 19	60 19	interested (1)	19 19
h (1)	69 11	improve (1)	12 9	131 5	131 5	131 5	inherent (1)	71 6	71 6	58 6	58 17
hook (1)	87 24	improved (1)	8 23	131 5	131 5	131 5	initial (1)	41 8	41 8	64 8	64 8
hope (1)	104 17	improvement (1)	10 8	131 5	131 5	131 5	initiated (1)	19 24	19 24	124 1	124 1
hoping (1)	42 6	improvement (1)	10 8	131 5	131 5	131 5	initiation (1)	245 20	245 20	241 1	241 1
hospital (1)	126 12	improvement (1)	10 8	131 5	131 5	131 5	input (2)	7 6	7 6	257 16	257 16
hospitals (1)	126 12	improvement (1)	10 8	131 5	131 5	131 5	initials (1)	33 9	33 9	interesting (1)	127 18
hour (1)	202 5	improvement (1)	10 8	131 5	131 5	131 5	initiated (1)	19 24	19 24	internal (1)	68 6
h (1)	202 5	improvement (1)	10 8	131 5	131 5	131 5	initiation (1)	245 20	245 20	internal (1)	25 18
hours (1)	20 5	improvement (1)	10 8	131 5	131 5	131 5	input (2)	7 6	7 6	163 10	163 10
h (1)	20 5	improvement (1)	10 8	131 5	131 5	131 5	input (2)	7 6	7 6	175 24	175 24
h (1)	20 5	improvement (1)	10 8	131 5	131 5	131 5	input (2)	7 6	7 6	176 1	176 1
h (1)	20 5	improvement (1)	10 8	131 5	131 5	131 5	input (2)	7 6	7 6	195 10	195 10
h (1)	20 5	improvement (1)	10 8	131 5	131 5	131 5	input (2)	7 6	7 6	196 9	196 9
h (1)	20 5	improvement (1)	10 8	131 5	131 5	131 5	input (2)	7 6	7 6	196 9	196 9
h (1)	20 5	improvement (1)	10 8	131 5	131 5	131 5	input (2)	7 6	7 6	196 9	196 9
h (1)	20 5	improvement (1)	10 8	131 5	131 5	131 5	input (2)	7 6	7 6	196 9	196 9
h (1)	20 5	improvement (1)	10 8	131 5	131 5	131 5	input (2)	7 6	7 6	196 9	196 9
h (1)	20 5	improvement (1)	10 8	131 5	131 5	131 5	input (2)	7 6	7 6	196 9	196 9
h (1)	20 5	improvement (1)	10 8	131 5	131 5	131 5	input (2)	7 6	7 6	196 9	196 9
h (1)	20 5	improvement (1)	10 8	131 5	131 5	131 5	input (2)	7 6	7 6	196 9	196 9
h (1)	20 5	improvement (1)	10 8	131 5	131 5	131 5	input (2)	7 6	7 6	196 9	196 9
h (1)	20 5	improvement (1)	10 8	131 5	131 5	131 5	input (2)	7 6	7 6	196 9	196 9
h (1)	20 5	improvement (1)	10 8	131 5	131 5	131 5	input (2)	7 6	7 6	196 9	196 9
h (1)	20 5	improvement (1)	10 8	131 5	131 5	131 5	input (2)	7 6	7 6	196 9	196 9
h (1)	20 5	improvement (1)	10 8	131 5	131 5	131 5	input (2)	7 6	7 6	196 9	196 9
h (1)	20 5	improvement (1)	10 8	131 5	131 5	131 5	input (2)	7 6	7 6	196 9	196 9
h (1)	20 5	improvement (1)	10 8	131 5	131 5	131 5	input (2)	7 6	7 6	196 9	196 9
h (1)	20 5	improvement (1)	10 8	131 5	131 5	131 5	input (2)	7 6	7 6	196 9	196 9
h (1)	20 5	improvement (1)	10 8	131 5	131 5	131 5	input (2)	7 6	7 6	196 9	196 9
h (1)	20 5	improvement (1)	10 8	131 5	131 5	131 5	input (2)	7 6	7 6	196 9	196 9
h (1)	20 5	improvement (1)	10 8	131 5	131 5	131 5	input (2)	7 6	7 6	196 9	196 9
h (1)	20 5	improvement (1)	10 8	131 5	131 5	131 5	input (2)	7 6	7 6	196 9	196 9
h (1)	20 5	improvement (1)	10 8	131 5	131 5	131 5	input (2)	7 6	7 6	196 9	196 9
h (1)	20 5	improvement (1)	10 8	131 5	131 5	131 5	input (2)	7 6	7 6	196 9	196 9
h (1)	20 5	improvement (1)	10 8	131 5	131 5	131 5	input (2)	7 6	7 6	196 9	196 9
h (1)	20 5	improvement (1)	10 8	131 5	131 5	131 5	input (2)	7 6	7 6	196 9	196 9
h (1)	20 5	improvement (1)	10 8	131 5	131 5	131 5	input (2)	7 6	7 6	196 9	196 9
h (1)	20 5	improvement (1)	10 8	131 5	131 5	131 5	input (2)	7 6	7 6	196 9	196 9
h (1)	20 5	improvement (1)	10 8	131 5	131 5	131 5	input (2)	7 6	7 6	196 9	196 9
h (1)	20 5	improvement (1)	10 8	131 5	131 5	131 5	input (2)	7 6	7 6	196 9	196 9
h (1)	20 5	improvement (1)	10 8	131 5	131 5	131 5	input (2)	7 6	7 6	196 9	196 9
h (1)	20 5	improvement (1)	10 8	131 5	131 5	131 5	input (2)	7 6	7 6	196 9	196 9
h (1)	20 5	improvement (1)	10 8	131 5	131 5	131 5	input (2)	7 6	7 6	196 9	196 9
h (1)	20 5	improvement (1)	10 8	131 5	131 5	131 5	input (2)	7 6	7 6	196 9	196 9
h (1)	20 5	improvement (1)	10 8	131 5	131 5	131 5	input (2)	7 6	7 6	196 9	196 9
h (1)	20 5	improvement (1)	10 8	131 5	131 5	131 5	input (2)	7 6	7 6	196 9	196 9
h (1)	20 5	improvement (1)	10 8	131 5	131 5	131 5	input (2)	7 6	7 6	196 9	196 9
h (1)	20 5	improvement (1)	10 8	131 5	131 5	131 5	input (2)	7 6	7 6	196 9	196 9
h (1)	20 5	improvement (1)	10 8	131 5	131 5	131 5	input (2)	7 6	7 6	196 9	196 9
h (1)	20 5	improvement (1)	10 8	131 5	131 5	131 5	input (2)	7 6	7 6	196 9	196 9
h (1)	20 5	improvement (1)	10 8	131 5	131 5	131 5					

intervention (1)	50.6	82.20	87.6	January (20)	10.23	kept (5)	88.13	113.23	249.12		
50.24	159.8	165.21	87.10	139.3	149.17	113.23	198.7	198.8	Laska (2)	1.16	
interview (1)	239.5		150.23	194.24	211.14	129.3	155.9	155.13	3.10		
239.17	239.25		involves (2)	101.9		155.14	155.20	170.8	last (14)	8.3	15.13
interviewed (1)	238.4		210.25			170.9	171.23	172.12	19.5	19.9	19.16
238.21	239.2	239.12	involving (2)	41.15		172.24	173.10	174.6	28.18	34.11	65.18
239.20	239.20	239.23	100.10			186.13	186.15	187.12	69.6	69.18	114.21
interviewing (1)	245.19		lows (2)	21.2	240.18	247.20			187.12	201.1	207.4
interviews (1)	246.21		irrespective (1)	83.2		jargon (2)	100.22		lasts (1)	108.8	236.9
intimidated (1)	210.17		irritated (1)	106.12		118.19			late (12)	6.4	8.8
intra-exchange (2)			ISDN (14)	45.22		Jim (4)	1.16	3.9	8.11	26.12	26.25
105.4	105.23		46.10	47.1	47.5	264.2	264.6	264.7	27.1	32.7	32.12
intraoffice (1)	40.21		47.7	47.12	47.13	264.9			288.25	177.2	196.25
intrastrate (1)	211.4		48.2	48.3	48.5	job (4)	57.2	57.3	199.10		
invest (7)	28.12		48.9	70.2	70.11	160.20	204.16		late-filed (4)	43.17	
66.17	73.21	74.17	71.4	71.11	71.14	33.23	33.23		91.5	185.17	191.15
83.10	84.19	85.9	71.17	71.19	71.23	33.24	40.23	100.2	latter (4)	10.4	
invested (1)	28.15		72.8	116.12	116.16	204.16			26.20	26.23	86.4
28.22	85.19		116.21	117.8	117.9	John (1)	2.10	4.22	law (2)	48.5	123.3
investigate (5)	50.6		117.10	117.16	117.23	44.8			laws (1)	47.21	
50.7	53.21	57.25	119.10	119.13	119.9	joined (1)	167.15		lawyer (2)	47.20	
58.1			119.24	120.20	121.7	Jon (1)	2.16	5.12	76.14		
investigated (2)			121.9	121.19	122.5	5.18	43.2	79.1	lawyers (1)	47.25	
50.21	238.1		122.20	123.8	124.7	86.10	92.14	94.8	laying (2)	56.13	
investigation (5)			122.5	220.15	221.11	94.12	111.6	133.8	89.14		
1.5	3.4	3.17	122.7	222.7	230.12	137.9	139.2		lead (1)	165.18	
90.5	113.16		252.16	252.17	252.20	Jon's (1)	79.12		learning (1)	230.3	
investing (1)	132.6		253.3	253.9	253.16	judicial (1)	77.17		least (1)	29.9	
investing (1)	132.6		254.5			juices (1)	61.2		85.17	88.3	106.11
investing (1)	7.4	7.12	7.13	ISDN's (1)	253.20	July (2)	108.6	264.4	107.12	135.19	149.22
7.17	7.18	7.23	isolated (3)	68.15		junction (1)	23.23		151.20	162.5	203.6
8.4	8.7	10.7	87.11	211.22	212.1	June (1)	1.12	3.6	209.7	236.17	237.5
26.10	29.24	30.2	212.11			89.2	263.6	264.6	258.3		
30.9	45.5	45.8	issue (12)	3.16		264.18	264.25	265.12	leave (2)	29.5	151.11
46.1	55.23	67.22	6.24	8.12	14.4	Junius (2)	35.19		led (1)	247.23	
69.20	73.11	73.23	18.9	23.4	27.24	36.24	37.13	37.16	ledgers (1)	149.2	
74.9	75.3	81.13	41.23	48.1	56.16	38.3	87.1	87.3	left (5)	8.6	91.10
82.2	82.20	83.2	58.17	67.1	74.2	113.21	114.17	217.16	92.1	117.12	253.10
83.5	83.15	84.1	74.3	82.7	84.16	230.16	230.19	233.7	legal (3)	48.1	60.3
84.4	84.25	85.8	97.5	99.12	104.7	236.2	236.16	241.4	legislation (4)	8.1	
85.9	85.14	94.15	117.17	117.18	117.21	241.11	247.19	247.25	71.5	72.14	127.3
95.1	105.12	110.13	121.24	123.19	124.21	250.2	251.3	254.9	legitimate (1)	159.5	
110.18	111.17	129.1	124.23	132.18	140.12	258.3			Lehner (2)	2.16	
129.3	129.7	129.8	179.18	200.22	202.19	jurisdictional (1)			5.11	5.12	5.18
130.16	130.19	130.22	226.21			210.3			6.22	10.15	10.20
132.15	133.11	133.14	issued (1)	3.15		justified (1)	151.15		45.17	73.1	96.7
133.20	134.8	134.16	issues (1)	9.7					98.16	113.8	115.24
134.17	134.21	134.22	9.20	63.18	81.17	-K-			116.7	116.9	139.2
134.24	135.3	135.4	81.19	82.18	89.9	K (1)	2.7		151.7	179.3	181.7
135.16	135.23	136.6	97.9	117.4	120.13	Karen (4)	1.20		181.19	219.20	
136.22	137.2	137.10	129.22	132.20	194.21	4.5	4.11	79.15	Lehner's (1)	77.10	
137.13	137.18	138.18	197.25	201.20	211.14	108.23	263.20		132.2	133.8	136.25
139.22	140.3	141.5	211.22	212.6		155.17	166.21		137.17	137.24	139.20
147.4	147.5	147.8	i. m. (2)	166.24	233.2	Kb (1)	220.16		155.7	155.21	182.4
147.13	147.13	147.16	itself (4)	25.3	50.14	266.8	56.5	65.15	182.5	184.10	185.6
147.22	150.17	151.14	ITU-CCITT (1)	46.11		66.13	67.8	91.7	185.23	186.5	186.15
151.24	152.1	217.7	lway (1)	238.22		107.4	107.20	108.3	length (5)	214.13	
217.15	219.16	222.22				110.14	124.19	137.19	233.8	241.9	242.10
226.11			-J-			201.12			242.22		
investments (5)	82.20		J (1)	1.25	267.4	keeping (4)	19.19		lengthwise (1)	223.17	
84.4	84.6	140.16	267.22			26.7	26.8	159.22	Leni (1)	193.23	216.4
222.24			Jacobson (5)	1.22		223.9	232.15	249.22	201.23	209.3	253.8
invoices (4)	149.1		207.1	207.7	215.3	keeps (2)	25.13		less (4)	12.8	12.10
149.10	151.9	228.14	215.9			154.10			13.2	20.5	29.23
involve (1)	210.2										
involved (10)	36.25										

66.5	94.1	181.14	linked (1)	28.8	231.12	251.2	253.14	39.2	57.9	57.24	94.5	97.25	102.8
238.19			list (7)	260.14	264.12	259.9		64.3	88.4	115.10	110.1	110.3	117.9
letter (1)	263.13		264.14	264.19	264.20	looked (12)	18.23	115.19	227.20	254.12	118.19	118.23	120.14
letting (1)			266.4	266.8		19.23	34.4	254.16			129.23	129.25	133.3
level (1)			listed (5)	98.17		131.8	158.12	major (1)	89.5		141.9	145.11	145.24
16.17	18.6	19.20	104.1	123.10	200.15	166.9	172.25	majority (4)	87.13		151.2	155.19	165.3
78.6	94.25	96.1	listed (5)	164.3		228.24	249.2	196.16	196.18	210.1	191.18	216.6	226.23
96.11	149.19	151.14	244.3	244.8	255.25	looking (17)	11.6	222.20	223.24		227.5	233.28	236.19
181.21	212.7	243.3	255.25	261.21		12.13	12.13	27.24			242.5	265.23	266.13
levels (1)	18.2		listening (1)	167.19		31.4	32.1	33.8	makes (7)	19.15	171.1	171.1	171.1
library (1)	71.20		56.17	56.17	68.24	33.13	40.1	41.13	60.13	62.9	4.24	36.10	42.18
libraries (1)	126.1		listening (1)	105.25		75.15	78.3	79.2	147.8	174.25	187.20	190.2	195.20
library (1)	126.16		lists (1)	230.10		94.20	95.25	98.22	malfunction (1)	163.10	201.5	217.25	219.11
lie (1)	126.16		literally (5)	41.5		108.25	155.9	155.12	management (2)	262.5	265.8		
life (6)	200.1	202.12	42.13	52.23	68.12	159.6	168.2	171.23	135.8	209.1	mean (54)	17.1	
202.14	233.9	233.11	88.13	119.11	122.8	174.4	174.5	175.2	manager (1)	38.2	17.12	22.7	26.7
234.16			125.8	125.9		215.5	231.16	240.24	managers (1)	100.2	33.10	48.1	48.19
light (2)	144.6	249.20	litigation (1)	66.5		242.16	243.4	251.21	managing (1)	62.14	50.10	52.23	57.15
lights (1)	228.20		Littleton (1)	217.8		257.15	263.25	264.17	maneuver (1)	50.25	60.14	67.14	71.4
linked (1)	239.14		240.17	240.24		loop (5)	121.5	122.9	72.15	82.12	72.15	82.12	88.12
likely (2)	56.17		live (5)	20.15	41.6	122.20	124.19	124.20	93.10	94.24	99.25		
135.15			48.8	206.13	238.16	125.22			100.18	101.7	104.3		
limb (1)	202.12		244.4	244.9	244.14	loops (2)	125.9		104.3	105.22	110.23		
limit (2)	70.19	123.16	lived (5)	73.12	122.17	125.10			112.11	158.21	165.9		
limitation (1)	70.15		124.12			loosely (1)	71.21		168.23	170.16	237.21		
71.22	117.22	118.1	lives (2)	47.4	72.7	Lori (5)	1.25	178.9	141.1	146.21	151.6		
119.17	119.18	120.25	living (1)	183.13		263.5	267.4	267.22	160.22	261.17	168.12		
121.1	220.7	220.9	load (1)	109.1		lose (1)	259.13		181.3	182.23	192.6		
220.19			loaner (5)	195.8		loss (1)	36.4	165.6	205.1	215.18	221.22		
limitations (7)	47.2		210.6	210.12	214.2	220.23			manufacturers (4)	224.3	233.13	234.11	
48.9	71.11	71.23	214.13			lost (2)	36.1	222.13	233.10	250.19	253.4		
72.13	252.16	252.22	local (5)	18.25	38.1	Lovald (22)	2.10		239.25	241.8	247.1		
limited (2)	47.7		45.10	74.1	147.19	4.22	4.22	5.8	256.16	259.1			
260.3			148.1	148.4	229.11	42.21	42.23	45.14	margin (1)	124.18			
line (58)	18.10	18.13	229.13			130.10	155.3	158.6	marginal (5)	67.6	72.16	72.17	121.9
20.3	23.20	27.15	located (4)	88.1		187.22	189.20	190.1	67.8	70.10	122.4	125.8	129.6
28.11	32.6	32.13	126.2	126.21	155.17	195.19	200.8	200.10	marginally (1)	150.23	172.3	177.22	192.7
32.16	33.11	33.16	locates (5)	29.5		201.3	217.24	218.8	margins (1)	10.6	221.13	239.20	
33.18	33.20	33.25	29.12	29.13	29.14	219.9	265.7	265.11	marked (5)	5.25	16.5		16.3
44.9	44.15	53.23	location (7)	3.7		177.17	186.21		31.1	128.15	152.17		126.3
58.6	62.1	62.3	29.5	101.4	101.9	lower (1)	53.3		188.18	194.11	216.20		15.20
67.21	69.4	101.16	101.12	102.9	165.24	lowest (1)	9.21		265.1				160.1
111.20	121.17	127.8	locations (1)	29.19		58.9	92.22		market (2)	47.11	160.2	160.9	160.10
127.10	127.12	131.11	163.5	163.7					62.9		224.25	242.12	242.12
136.25	137.7	159.7	log (1)	198.6					marketing (2)	105.11	242.14	242.16	
164.21	165.13	171.6	longer (4)	109.12		-M-			105.14		measured (1)	169.5	
172.2	179.20	185.12	109.13	214.18	236.14	M (2)	216.9	216.16	marking (1)	159.22	measurement (14)		
192.4	198.22	201.25	longest (4)	221.3		machine (1)	222.8		14.24	15.19	15.24		
215.20	218.9	230.9	221.3	223.16	233.18	machines (1)	222.6		16.17	16.21	16.22		
230.12	231.4	241.3	look (5)	17.9	9.24	Madison (7)	38.3		97.19		18.6	18.23	21.24
241.11	245.18	246.16	9.24	14.11	16.7	88.2	88.7	223.12	material (1)	34.22	22.15	102.15	106.8
247.9	248.16	251.7	1.8	21.4	30.13	228.7	238.12	238.13	materials (1)	34.10	170.24	242.21	
260.1	260.1	260.10	30.23	35.17	36.21	main (5)	8.24	9.8	195.6	220.25	measurements (1)		
260.24	261.9		59.11	71.21	77.8	139.3	151.1	246.8	matrix (4)	12.13	20.21	21.19	58.12
lines (2)	11.7		72.22	78.15	79.6	maintain (5)	36.20		191.15	191.16	191.20		171.18
13.8	14.12	23.12	77.25	93.11	95.22	59.24	115.20	206.5	matter (5)	1.5	22.18	101.17	
26.11	29.23	34.1	106.24	108.3	108.4	248.2			3.4	120.20	132.19		21.24
34.5	36.22	40.4	109.9	121.21	124.23	247.21			147.2	160.18	194.12		
41.14	68.2	131.7	146.9	146.9	149.1	maintaining (2)	79.25		247.15	259.6	mechanical (2)	23.1	
131.8	171.4	184.24	149.1	155.6	166.1	247.21			maters (1)	4.7	58.13		
185.25	186.4	195.3	166.6	166.10	166.11	maintains (2)	196.9		160.6	199.23	mechanical (1)	50.23	
230.8	231.19	241.11	167.23	167.24	168.1	196.22			may (18)	3.15	mechanically (1)		
251.14	251.16	251.24	168.17	173.10	173.16	maintenance (14)			4.2	4.6	50.17		
260.9	261.7		173.24	174.7	174.8	37.4	37.22	37.24	4.23	43.14	mechanics (1)	32.25	
link (4)	40.14	139.5	178.1	180.6	180.8	38.7	38.9	38.18	63.11	77.14	mechanism (4)	96.22	
139.12	139.16		184.10	228.14	228.14								

140 22 140 23 140 25	48.6 70.3 70.14	mode (1)	57.9	36.9 36.12 36.14	
medicine (1)	125.19	modules (1)	229.17	42.17 42.18 42.20	
met (10)	74.22	Moines (15)	158.20	45.15 64.10 64.15	
14.23 59.23 95.10	116.17 116.20 116.24	162.18 164.2 166.3	77.19 77.23 78.1	77.19 77.23 78.1	
102.16 102.19 123.21	117.25 118.3 118.8	166.17 166.18 167.13	80.24 81.1 91.18	91.18 91.18 91.18	
174.17 221.17 221.19	118.11 119.2 119.4	167.14 167.15 167.24	98.16 99.23 99.10	99.10 100.5 100.14	
meeting (4)	10.7	217.9 217.12 240.18	99.22 100.1 102.5	101.15 101.1 102.5	
160.17 179.8 192.11	119.6 119.18 119.23	241.22 245.9	102.21 103.3 103.5	103.16 103.20 103.25	
192.21 264.1	120.19 121.1 121.2		104.10 104.12 104.18	104.24 105.2 105.25	
megabits (1)	119.15	moment (2)	28.3	106.3 106.21 107.7	
megabytes (1)	253.12	75.13		107.14 107.20 109.15	
Mellette (1)	124.17	Monday (1)	264.3	113.4 114.15 115.24	
member (2)	197.22	money (17)	24.24	116.2 116.6 126.11	
198.24		83.22 84.2 84.9		127.19 127.22 128.3	
members (4)	196.24	84.17 84.18 85.21		128.4 128.9 130.2	
197.5 197.8 197.21	253.13 254.1 254.1	125.12 134.14 135.2		130.4 130.6 130.9	
mention (4)	23.13	135.16 135.19 148.25		130.11 130.13 150.20	
26.11 41.14 184.2	29.1 29.2 66.6	149.4 149.9 149.15		150.25 151.3 152.3	
mentioned (6)	20.6	149.17		152.4 152.5 152.6	
63.16 64.4 83.19	66.20 73.11 73.24	monitor (3)	41.5	152.12 155.1 155.5	
99.2 181.7	74.18 83.11 85.7	55.25 56.6 60.6		158.1 158.3 158.5	
mentions (1)	40.6	86.5		158.7 158.9 173.4	
mercely (1)	263.8	monitoring (11)	40.19	183.5 183.8 183.19	
met (25)	10.10 11.2	41.1 41.12 55.18		183.21 185.9 185.20	
11.8 23.4 42.25	151.16 239.4 264.15	55.25 56.3 56.4		186.2 186.17 186.23	
43.13 65.13 72.2	149.19 151.7 151.25	56.11 232.21 232.24		187.2 187.9 187.17	
131.19 154.17 157.2	millions (1)	241.22		187.20 188.1 188.4	
167.18 170.10 170.23	mind (5)	16.25		188.5 188.11 189.17	
171.9 171.13 172.10	124.16 146.17	16.6 19.9 19.11		189.19 189.21 189.22	
172.11 176.14 179.14	20.54 24.1	19.13 19.16 19.23		189.25 190.2 190.4	
180.19 184.14 186.11	minimum (4)	65.24 102.19		192.1 192.4 192.9	
260.12 260.20	170.5 170.7 184.1	month (5)	106.18	192.16 192.20 192.24	
Metallic (1)	228.3	month (1)	16.25	193.19 193.20 193.21	
method (1)	158.16	106.19 106.20 154.2		193.22 194.5 195.14	
methodology (4)		154.19		195.16 195.18 195.20	
154.3 168.11 170.4	36.16 225.25	8.10 37.9 78.20		195.22 195.23 195.25	
170.4 171.15 224.10	minute (2)	104.16 106.10 115.11		200.7 201.5 201.21	
methods (1)	169.3	130.24 170.13 173.10		209.12 209.17 209.22	
Mexico (1)	250.23	174.9 174.10 222.16		210.6 210.10 210.19	
Microsoft (1)	197.1	233.12		210.21 21.1 211.7	
mid-January (1)	243.23	moon (1)	124.2	211.16 212.9 212.13	
mid-summer (1)	108.15	morning (1)	29.10	212.15 212.20 212.22	
middle (2)	19.23	most (14)	15.17	212.24 213.15 215.2	
might (1)	20.1	32.19 32.22 48.2		215.15 216.5 216.6	
31.11 50.10 55.9	108.12 112.6 112.25	85.25 86.18 126.6		216.7 216.13 217.19	
55.19 55.19 57.2	113.11 171.21 171.25	126.20 163.15 163.20		217.21 217.23 217.25	
63.24 70.8 92.6	172.3 172.6 173.21	196.24 201.23 214.10		218.2 218.3 218.6	
93.25 107.18 112.6	173.25 174.11 177.16	234.22 250.5 260.23		219.11 219.13 259.25	
148.17 151.5 151.10	177.23 178.15 179.11	mouse (1)	23.9	260.10 260.18 261.1	
166.24 166.25 177.17	180.8 195.11 203.23	move (12)	6.16	261.19 261.20 262.2	
193.12 202.3 208.21	205.2 205.4 208.1	15.12 15.15 101.1		262.4 262.7 262.8	
229.7 235.22 236.19	misses (1)	101.4 105.125 124.23		262.16 262.20 263.1	
237.15 250.11 253.14	missing (1)	130.2 189.17 195.14		263.4 263.18 263.20	
262.18 265.21 266.12	misunderstood (1)	204.9 217.19		263.21 263.23 263.24	
migrate (1)	99.17	movement (1)	108.19	264.15 264.21 265.3	
migrating (2)	232.14	moves (1)	41.21	265.5 265.6 265.8	
232.15		100.21 206.21		265.10 265.13 266.18	
Mike (1)	208.11	moving (5)	15.11	multi-party (1)	239.13
208.11		15.16 91.20 101.9		multi-plexing (1)	60.25
mile (2)	118.6	179.4		multi-party (1)	141.20
miles (4)	47.5	Ms (200)	4.12 4.15	multiplexor (1)	118.17
47.7 47.8 48.3		4.18 4.25 5.2		multitude (1)	211.10
		5.7 5.9 5.10		music (1)	97.14
		6.18 6.19 6.20		must (1)	158.12 192.5
		10.16 10.17 10.19		209.4 209.5 211.19	
		21.10 30.23 30.25			
		31.10 34.8 36.9			

97.9 138.21	183.13 183.18 190.7	171.12 178.16 179.22	55.6 57.4 59.21
negotiator (1) 139.1	190.16 191.2 191.5	204.6 204.7 219.18	66.3 69.20 70.1
neighbor's (1) 54.15	191.10 192.25 193.9	219.19 221.17 239.14	72.2 72.25 73.4
neighborhood (1)	193.14 201.21 206.8	248.5 250.23 253.22	79.2 79.7 80.12
138.18	206.13 206.16 206.22	news (1) 125.25 126.6	91.19 96.23 99.5
Nelson (1) 1.17	206.25 214.1 214.5	126.20	103.14 104.14 105.7
13.10 73.1 73.7	214.15 215.1 215.25	next (1) 102.11 111.19	105.7 106.17 107.21
73.18 74.12 74.23	216.4 213.6 233.13	152.6 168.9 172.22	117.11 118.7 125.12
75.5 75.14 75.20	213.18 214.3 234.5	177.15 188.5 193.22	131.10 131.25 132.17
75.25 76.7 76.11	214.9 214.18 235.2	216.7 240.24 252.25	134.17 135.4 142.20
76.19 76.24 77.3	215.9 235.14 235.21	256.1 256.6 256.3	149.8 150.9 172.19
77.21 77.24 78.2	235.25 236.7 236.15	256.22 258.20 264.3	176.10 190.5 199.7
78.11 78.21 78.25	237.1 237.4 237.8	nice (1) 256.4 256.13	199.8 201.12 209.16
79.5 79.13 79.20	237.1 237.19 237.25	257.8 257.10 257.15	222.23 229.24 252.6
79.23 80.1 80.10	238.25 239.5 239.8	night (1) 51.15	252.7 255.10 255.10
80.18 80.22 80.25	239.10 239.16 239.19	Ninchencheler (2) 240.5	266.19
81.4 81.7 81.12	239.22 239.24 240.3	247.12	nowhere (1) 76.8
81.24 82.4 82.11	240.8 240.13 240.16	nine (4) 11.6 13.8	NSP (2) 251.3 251.4
83.3 83.7 83.13	241.16 242.8 242.13	14.11 18.10	number (4) 7.17
83.19 83.24 84.8	242.20 242.24 243.2	11.2 19.10 19.15	19.22 19.25 21.24
84.13 84.24 85.12	243.13 244.2 244.7	ninety (2) 214.10	22.19 24.7 24.8
85.22 86.10 86.15	244.14 245.2 245.7	nobody (1) 48.7	28.17 28.18 30.1
86.23 87.5 87.19	245.10 245.14 245.17	176.9 178.6	33.15 33.17 34.4
88.1 88.5 88.8	245.25 246.3 246.12	nodded (2) 116.18	35.18 38.16 38.23
88.15 88.21 89.1	246.15 246.22 246.25	116.22	40.23 44.19 54.17
89.4 89.16 89.24	247.5 247.8 247.18	noise (1) 171.6	54.20 64.11 68.11
90.12 90.15 90.19	248.4 248.7 248.10	251.7 251.11	101.14 142.7 142.8
91.1 91.9 91.16	248.13 248.15 248.22	none (1) 67.11 130.5	147.12 151.13 155.10
92.10 92.13 93.4	248.25 249.3 249.13	189.21	155.23 155.25 156.4
93.7 93.24 94.7	249.16 249.24 257.24	NOON (1) 116.3	157.1 161.22 162.20
98.4 98.15 110.8	259.19 259.28 259.4	nor (1) 267.15	162.24 164.5 170.18
110.15 110.22 11.1	259.11 259.20 259.24	normal (1) 52.4	170.25 171.4 171.13
111.6 111.14 111.19	260.5	70.14 224.15 224.19	172.1 172.7 173.11
112.4 112.13 112.22	Nelson's (1) 148.20	224.22 236.11 257.18	174.22 182.13 184.24
112.24 113.2 113.21	net (1) 33.10 33.16	189.11 189.12 189.13	186.17 187.2 187.15
114.16 115.1 115.4	33.18 33.25 67.3	199.1 261.6 261.13	189.4 189.9 189.10
115.7 115.17 115.22	67.4 134.14 238.22	199.1 261.6 261.13	189.11 189.12 189.13
132.1 132.11 132.21	249.11	199.1 261.6 261.13	195.2 195.3 196.20
133.1 133.7 133.18	network (4) 7.13	199.1 261.6 261.13	209.13 210.22 218.13
133.23 134.1 144.3	7.14 36.19 38.21	199.1 261.6 261.13	218.14 218.18 232.15
134.5 134.11 134.13	45.5 46.5 46.23	199.1 261.6 261.13	244.20
134.20 135.9 135.20	50.13 50.14 54.7	199.1 261.6 261.13	numbers (7) 9.15
136.7 136.12 136.17	55.7 55.17 55.18	199.1 261.6 261.13	10.24 19.7 19.8
136.19 136.24 137.6	56.22 57.25 62.14	199.1 261.6 261.13	31.12 21.11 31.9
137.16 137.22 138.2	64.4 74.18 82.21	199.1 261.6 261.13	19.12 33.14 33.15
138.8 138.12 138.20	118.20 118.22 120.5	199.1 261.6 261.13	44.14 48.15 48.17
138.25 139.5 139.11	123.9 123.7 215.21	199.1 261.6 261.13	48.18 48.22 48.23
139.16 139.19 140.21	217.9 217.12 220.1	199.1 261.6 261.13	48.24 49.6 49.12
140.7 140.14 140.21	222.2 222.25 223.5	199.1 261.6 261.13	50.25 51.4 51.6
140.24 141.3 141.7	223.20 223.24 223.25	199.1 261.6 261.13	51.9 52.22 53.3
141.11 141.14 141.20	225.20 240.6 240.25	199.1 261.6 261.13	53.9 113.11 113.17
141.25 142.4 142.11	241.7 241.18 247.13	199.1 261.6 261.13	130.23 130.23 150.2
142.13 142.15 142.21	255.7 255.14	199.1 261.6 261.13	155.14 155.18 155.20
142.24 143.2 143.6	255.7 255.14	199.1 261.6 261.13	157.3 157.8 158.13
143.9 143.12 143.14	networks (4) 7.20	199.1 261.6 261.13	158.14 159.4 159.5
143.16 143.19 143.22	62.16 223.16 241.9	199.1 261.6 261.13	159.16 161.7 161.18
143.25 144.2 144.5	never (1) 30.12	199.1 261.6 261.13	162.15 162.15 162.19
144.10 144.13 144.16	52.9 52.10 148.11	199.1 261.6 261.13	163.4 163.8 163.24
144.20 144.24 145.3	149.18 234.7 234.12	199.1 261.6 261.13	165.14 170.8 172.12
145.8 145.17 146.2	new (4) 12.2 13.16	199.1 261.6 261.13	173.4 173.17 174.19
146.8 146.19 146.25	13.17 15.13 16.22	199.1 261.6 261.13	175.19 175.19 178.7
147.10 150.13 150.19	28.22 32.23 46.24	199.1 261.6 261.13	178.13 181.22 182.11
147.20 165.2 165.12	57.2 74.18 97.23	199.1 261.6 261.13	184.3 185.3 185.4
166.1 166.5 166.7	100.16 100.21 100.22	199.1 261.6 261.13	187.11 200.23 202.4
166.14 166.19 167.3	100.23 101.6 101.9	199.1 261.6 261.13	202.9 203.23 203.25
167.7 167.9 167.13	101.23 101.24 102.2	199.1 261.6 261.13	205.7 205.10 211.25
167.22 168.10 168.16	102.9 106.16 107.25	199.1 261.6 261.13	212.10 214.6 214.7
168.23 169.6 169.14	108.5 116.11 123.2	199.1 261.6 261.13	214.11 214.16 227.15
172.16 172.19 172.25	124.24 124.24 125.1	199.1 261.6 261.13	260.3
173.5 173.13 173.20	132.6 169.6 170.17	199.1 261.6 261.13	negotiator (1) 174.16
174.2 175.9 183.9		199.1 261.6 261.13	oath (1) 31

20.14	20.24	47.4	137.14	138.8	138.24	146.3	168.20	168.24	outage [5]	88.8	183.22	183.24	183.25
47.5	47.8	48.7	139.3	140.1	140.6	191.6	204.18	206.16	231.2	233.23	236.13	191.17	192.4
50.18	51.9	58.15	140.18	140.24	143.13	206.23	209.4	209.5	236.14			210.19	211.18
58.16	58.20	1.9	145.4	145.7	146.8	210.10	230.17	231.14	outages [4]	195.2		213.17	214.5
71.14	72.7	72.8	146.13	147.12	148.16	243.17	247.21	255.2	203.9	234.25	236.14	230.9	237.25
88.3	92.24	107.20	151.4	154.19	159.9	260.18	260.19		outdated [11]	253.16		244.7	245.18
116.21	117.23	117.24	162.3	162.11	163.16	opportunity [11]	262.23		outline [1]	231.13		247.9	248.16
117.25	119.11	119.13	168.13	168.8	168.4	opposed [4]	42.12		outlying [1]	163.7		pages [4]	31.16
119.23	120.19	120.21	170.1	170.17	170.21	89.14	106.18	200.22	output [2]	163.9	165.25	169.16	176.15
120.22	121.22	122.18	171.0	171.20	173.13	Optics [1]	223.4		165.25			231.23	267.6
126.21	155.17	158.20	174.17	174.25	176.22	order [44]	3.14		outside [7]	70.8	86.19	241.2	24.24
158.23	162.7	162.18	177.15	178.1	178.2	8.16	12.4	18.15	79.6	118.20	124.12	256.4	
164.2	167.1	167.16	178.3	178.4	178.14	18.18	18.19	20.9	175.1	224.7	256.4	256.4	
167.17	170.12	170.12	180.6	181.1	183.9	22.4	29.4	30.18	outstanding [2]	197.24		201.19	
174.21	179.25	184.9	183.22	185.10	185.16	40.14	40.23	42.13	outstripped [1]	134.18		201.19	
187.6	203.10	217.10	186.3	189.9	191.17	52.6	60.18	68.19	overall [1]	157.4		157.5	260.15
217.11	217.12	217.12	191.17	192.4	192.25	68.23	69.18	71.14	overrule [1]	4.8		75.23	78.16
221.5	226.4	240.22	197.2	197.22	199.6	74.6	74.8	77.9	overruled [1]	4.9		80.14	132.17
241.1	241.23	255.13	199.13	203.6	205.17	77.13	77.15	77.17	overwhelming [1]	87.12		paragaphs [1]	133.4
255.21	267.19		207.1	207.12	207.14	77.18	77.20	79.10	own [10]	14.22	14.24	97.16	
officer [1]	182.2		207.25	208.5	208.5	82.25	88.24	89.13	157.5	260.15		17.20	
offices [1]	9.8		210.19	214.15	215.3	88.14	109.22	100.22	175.1	224.7	256.4	17.20	
10.2	25.14	25.16	222.5	222.20	222.24	100.23	100.23	101.1	175.1	224.7	256.4	17.20	
38.14	42.6	58.7	225.18	225.19	226.7	101.1	101.5	101.5	175.1	224.7	256.4	17.20	
58.11	116.25	119.16	226.7	227.1	227.9	101.11	102.16	102.20	175.1	224.7	256.4	17.20	
119.19	166.12	208.10	231.1	231.2	231.20	122.9	129.2	129.5	175.1	224.7	256.4	17.20	
official [1]	52.20		232.4	237.5	238.10	129.18	129.19	131.6	175.1	224.7	256.4	17.20	
69.1	77.16		238.23	241.10	241.21	131.16	154.12	157.1	175.1	224.7	256.4	17.20	
often [1]	53.24	55.17	241.21	241.24	242.12	171.12	171.12	171.12	175.1	224.7	256.4	17.20	
137.3			242.16	245.16	247.2	171.13	172.23	172.3	175.1	224.7	256.4	17.20	
Okubo [1]	223.21		247.3	247.9	247.15	179.22	184.7	184.22	175.1	224.7	256.4	17.20	
old [4]	16.20	55.13	249.2	249.3	249.8	226.25	227.5	242.18	175.1	224.7	256.4	17.20	
56.7	57.1	65.20	250.2	251.1	251.2	244.17	255.25		175.1	224.7	256.4	17.20	
260.25			251.21	252.8	252.18	ordered [4]	12.4		P [5]	2.1	2.1	26.23	32.19
older [1]	55.15	55.16	252.24	258.1	258.21	89.10	89.11	89.12	2.2	3.1	4.19	53.1	63.25
Omaha [1]	158.20		261.2	261.3	261.20	ordering [1]	77.20		P.M [2]	116.5	266.20	66.22	66.25
on-site [1]	158.21		264.24	265.11	265.24	227.1			P.O [2]	2.5	2.8	67.12	67.21
once [5]	28.22	127.17	one-party [1]	131.10		orders [14]	9.4		2.10			74.7	74.11
237.2	259.15	261.4	ones [1]	30.10	105.12	9.13	9.14	10.24	packet [5]	46.12		76.16	77.13
7.20	9.20	9.23	129.17	163.7	163.20	12.1	13.9	13.19	122.24	220.5	221.22	79.9	78.25
11.24	21.5	21.16	ongoing [1]	41.1		14.15	18.10	18.12	241.17			79.9	81.18
21.17	23.5	28.5	107.21	151.12		18.25	19.5	19.10	packets [11]	220.16		82.2	83.25
29.3	29.21	30.14	open [4]	91.7	92.1	19.16	19.19	19.20	pad [11]	159.22		85.25	86.8
31.5	32.1	32.4	107.21	151.12		59.5	59.7	82.22	page [101]	2.15		86.18	95.14
33.6	35.8	35.8	opened [1]	129.17		100.10	100.11	100.17	11.6	11.21	11.24	142.17	148.2
35.11	36.1	44.4	open [4]	4.16		101.8	101.8	102.12	13.7	13.8	14.11	150.5	185.6
46.17	48.12	49.6	opening [4]	4.16		102.13	104.3	108.23	16.7	17.38	17.41	202.15	206.4
51.2	53.22	54.2	5.3	5.9	58.7	113.12	155.10	155.24	17.13	17.19	17.22	225.14	230.3
55.9	56.25	57.2	operability [1]	144.17		178.17	203.23	232.17	18.10	20.2	21.5	258.4	261.7
58.12	58.18	61.16	operable [1]	46.1		ordinarily [1]	108.15		21.16	21.17	22.13	participating [11]	
65.1	77.12	78.4	operate [3]	59.25		organization [1]	159.1		23.10	26.10	28.10	214.8	
78.8	78.22	78.2	59.6	190.15	241.7	organizations [1]	50.8		29.22	32.2	32.4	particular [11]	150.21
86.25	87.8	87.22	operates [1]	189.7		original [5]	76.16		33.7	36.21	40.1	199.17	200.22
87.24	88.3	89.5	189.16	190.24		77.12	77.12	258.1	41.13	45.17	75.21	212.3	218.12
89.9	90.15	90.17	op rating [4]	60.2		264.24			75.22	75.23	77.10	230.23	230.25
92.17	92.22	93.17	210.5	215.22	224.19	originally [1]	190.10		77.23	77.24	78.16	239.12	240.5
94.9	94.10	94.12	224.22	226.1		original [1]	218.23		78.19	80.15	81.7	240.5	258.24
96.8	97.6	97.11	operation [1]	52.18		otherwise [2]	82.21		86.24	101.15	101.21	particular [1]	72.2
97.15	97.18	98.1	85.3	223.17		ought [5]	53.20		111.25	132.16	133.7	12.2	40.15
99.2	99.10	100.20	operational [4]	26.13		57.10	57.11	71.8	130.25	137.4	139.20	99.9	99.18
100.25	101.4	102.8	116.9	243.6		87.15			145.17	153.3	154.19	127.3	125.6
105.6	105.9	105.13	operations [1]	236.12		87.15			156.7	164.21	165.12	parties [9]	3.23
105.14	105.22	106.2	operator [1]	20.16		169.12			169.16	170.1	170.6	4.1	4.3
106.11	108.20	109.8	opinion [1]	85.18		170.20	170.20	171.8	170.20	171.20	171.8	80.14	95.7
109.20	112.14	114.16	98.19	102.24	130.22	171.10	171.20	173.21	175.5	176.21	176.22	199.4	267.14
124.14	124.20	126.23	20.16			175.5	176.21	177.23	177.9	177.21	177.23	partly [11]	232.14
130.14	130.21	133.3	15.18	15.21	161.19	177.25	178.1	178.14	177.25	178.1	178.14	party [5]	30.15
137.13	136.11	137.13				178.22	179.10	179.11	178.22	179.10	179.11	68.13	68.20

239.15	16.25	17.1	17.3	160.4	160.5	160.5	225.19	247.2	247.3	plus (s)	65.5	68.2
passed (s)	8.3	20.5	20.7	20.11	150.23	163.14	267.12			123.1	151.7	197.8
226.4	232.2	59.5	59.6	134.19	174.15	197.16	199.13			203.2		
past (s)	38.8	141.22	142.5	157.3	201.25	208.5	208.5	213.13	222.9	Plymouth (s)	36.8	
204.16	208.14	157.4	157.5	157.7	208.8	208.12	213.4	places (s)	55.15	225.24	230.22	
233.3	235.1	157.8	173.14	171.20	226.25	242.3	266.6	108.13	232.12	pockets (s)	69.24	
paths (s)	28.4	172.6	173.6	173.17	personal (s)	108.15		placing (s)	242.18	212.7		
pattern (s)	257.18	173.18	173.25	174.10	160.19	206.22	217.10	244.17		point (s)	10.4	
Paul (s)	158.20	177.16	177.17	178.14	243.17	245.4	245.5	244.17	31.14	12.14	12.25	14.17
pay (s)	62.3	178.18	179.11	180.8	246.21	254.2		260.25		47.1	48.9	74.23
83.25	123.5	182.13	182.17	183.2	personally (s)	48.17		plan (s)	7.1	79.8	94.25	103.14
123.24	123.25	183.10	183.15	184.2	49.6	51.25	63.4	7.4	7.13	118.24	120.18	126.24
123.13	125.14	184.4	184.7	184.11	108.17	141.15	243.14	7.18	7.23	127.25	130.25	131.14
147.22		184.13	184.15	184.19	248.4	248.25		8.3	8.3	138.15	146.17	149.16
paying (s)	261.11	185.11	185.11	185.13	personnel (s)	11.5		8.7	8.9	149.22	150.5	221.19
payout (s)	12.17	186.16	186.24	187.5	18.15	18.16	32.20	10.7	23.13	251.20	254.10	
days (s)	125.1	196.21	204.17	206.9	36.19	167.1		26.10	28.1	pointing (s)	133.6	
peak (s)	109.1	206.14	215.22	233.20	persons (s)	3.24		30.2	30.9	points (s)	17.3	
peaks (s)	204.5	234.15	234.16	234.16	perspective (s)	107.12		39.4	45.5	18.2	184.22	184.23
pealed (s)	95.10	235.6	235.10	235.10	phase (s)	64.18		45.24	45.5	policy (s)	29.9	
penalize (s)	14.9	252.8	252.10	260.13	146.11			57.14	67.22	29.11	37.7	37.11
15.21		percentage (s)	11.7		phased (s)	74.9		69.24	73.22	38.9	69.9	70.23
penalizing (s)	15.18	14.14	15.3	15.7	phases-in (s)	98.12		74.9	75.3	71.2	71.4	118.12
penalties (s)	15.23	15.8	16.16	17.2	phase (s)	74.21		82.2	82.20	216.16		
penalty (s)	12.9	18.5	18.7	18.7	132.9			83.2	83.5	polls (s)	246.23	
13.1	16.14	21.5	21.17	22.14	phasing (s)	68.1		83.16	84.1	poor (s)	98.17	98.20
16.18		42.25	157.2	173.8	philosophy (s)	227.18		85.8	85.14	103.17	222.13	254.23
pending (s)	232.17	174.8	174.9	174.22	phone (s)	49.13		95.1	105.13	103.17	222.13	254.23
people (s)	8.2	175.3	177.22	177.23	49.15	54.14	54.15	110.13	110.18	111.17		
19.18	47.19	184.8	209.24	260.12	54.15	160.3	160.23	115.19	119.21	129.3		
62.5	62.9	162.8	63.6	63.11	162.8	164.5	164.12	129.7	129.9	132.15		
62.18	63.6	68.15	70.23	71.9	164.13	192.8	230.25	133.11	133.14	133.20		
68.15	70.23	71.9	71.20	75.8	242.2	244.20	249.22	134.8	134.16	134.17		
71.20	75.8	88.12	91.8	92.4	250.16	256.5	256.13	134.21	134.22	134.25		
99.17	100.1	105.11	105.15	108.16	256.17	260.8		135.3	135.4	135.17		
105.15	108.16	109.17	112.11	114.20	202.21			135.23	136.6	136.22		
112.11	114.20	118.5	118.20	118.21	phones (s)	202.21		137.2	137.10	137.13		
142.7	142.8	145.12	161.9	161.13	250.4			137.18	139.22	140.3		
161.9	161.13	162.20	162.22	162.24	photographs (s)	232.1	259.7	140.16	141.5	142.18		
162.22	162.24	167.3	167.22	167.23	physical (s)	26.16		145.19	147.4	147.5		
167.24	167.21	196.23	202.1	202.18	physically (s)	87.25		147.16	147.21	149.5		
204.9	204.11	207.15	208.2	210.17	250.9			149.7	149.8	149.12		
232.8	210.17	211.2	216.2	218.15	pick (s)	119.8		149.14	149.18	149.22		
232.15	238.19	239.18	239.24	240.9	222.18			150.10	150.11	150.15		
239.24	240.9	245.20	245.22	246.1	222.18			195.5	195.7	206.3		
245.22	246.1	249.17	249.19	249.21	piece (s)	244.24		206.5	209.1	209.4		
252.17	253.6	255.9	255.11	255.14	pieces (s)	82.2		217.7	220.13	220.15		
255.11	255.14	255.23	256.22	257.3	83.11			222.22	226.11	230.3		
256.22	257.3	257.8	257.10	258.2	Pierre (s)	1.13		22.2	28.2	28.3		
262.17	266.5	174.3	175.1	185.18	2.8	2.11	3.8	149.20	55.8	55.11		
pcr (s)	9.23	16.12	17.23	233.23	55.13	90.22	111.24	149.20	55.8	55.11		
46.6	92.21	120.6	134.12	171.4	119.12	119.20	216.18	149.20	55.8	55.11		
195.3	244.23	257.2	257.2	257.2	252.24	267.19		67.4	70.14	118.20		
percent (s)	11.8	period (s)	8.23		Pina (s)	33.5	63.21	118.20				
11.9	12.9	12.10	12.15	12.19	90.6							
12.15	12.19	12.23	13.1	13.2	pizza (s)	226.24						
13.1	13.2	13.3	13.5	13.5	227.1	227.4	227.5					
13.5	13.5	14.17	14.18	15.5	pizzas (s)	226.25						
14.18	15.5	16.21	16.25	17.1	place (s)	7.12						
					28.23	37.7	37.8					
					45.24	46.1	46.13					
					46.14	72.20	99.6					
					100.13	101.1	103.10					

prefiled [27] 5.22	115.20 119.25 122.5	prompt [2] 187.21	262.4	pulled [1] 76.2	145.11 145.13 148.13
6.2 6.3 76.8	156.3 211.13 212.5	262.4		pulls [1] 164.16	148.20 148.22 152.24
76.10 81.8 85.22	212.19 213.4 223.23	proper [1] 165.9		punch [1] 170.18	158.4 158.6 158.8
86.16 111.20 128.16	226.3 227.20 232.9	properly [5] 116.16		purchase [1] 62.10	161.22 164.19 166.23
132.2 133.8 137.1	232.10 234.1 258.3	118.6 149.6 209.6		62.12 253.7	175.10 182.6 185.1
137.8 138.12 139.21	258.4 259.12	248.2		purpose [7] 91.9	188.22 189.24 190.1
141.4 145.18 165.13	problems [1] 34.22	properties [1] 66.9		107.4 135.13 135.25	190.3 194.16 195.4
168.18 169.8 190.9	41.9 44.23 55.20	property [1] 67.5		136.3 189.1 212.2	195.6 200.6 200.8
216.23 218.10 238.1	56.18 57.9 58.4	67.8 85.20		purposes [2] 18.14	200.12 201.4 217.2
244.3 244.8	59.8 69.24 82.7	proportional [1]		125.18	218.5 219.10 219.12
preliminary [2] 4.8	82.24 83.1 88.14	18.1		pursuant [1] 3.13	219.15 219.18 240.8
4.9	89.5 93.18 98.25	proportionate [1]		53.20	241.25 244.22 252.7
premier [1] 7.20	99.3 100.13 104.9	17.6		262.11 262.19 263.14	262.11 262.19 263.14
prepare [1] 5.22	104.13 133.15 160.19	propos [1] 200.19		69.14 107.12 109.14	266.2 266.4
prepar [1] 5.5	211.23 217.17 227.20	proposed [1] 7.14		126.14	quick [4] 35.13
92.2 159.9	227.20 240.6 240.11	114.11 129.13 129.16		push [1] 220.22	171.6 200.8 215.3
prerequisite [1] 60.19	procedural [2] 3.14	154.21 168.21 189.8		put [19] 69.16 72.10	quickly [5] 204.11
prescribed [2] 64.19	4.7	191.7 206.18		103.1 105.6 105.14	208.25 210.16 212.3
225.24	procedurally [1]	258.14		105.17 105.23 122.13	260.23
present [4] 1.19	264.22	protection [1] 206.6		122.14 122.19 151.25	quaid [1] 74.2
3.11 3.23 5.5	proceed [1] 37.8	proven [1] 113.16		156.1 187.14 197.20	quait [2] 106.9 106.11
189.2 227.17	37.13 159.10 159.12	provide [1] 4.6		198.21 215.18 220.25	quait [1] 8.21
presented [4] 7.8	224.20 224.22 225.3	9.5 22.22 24.23		223.20 261.5	53.23 106.13 173.25
77.4 154.4 165.15	procedures [1] 97.25	25.22 30.17 35.16		putting [1] 258.23	203.7 210.18 216.22
presiding [1] 3.12	proceed [2] 4.13	41.8 43.10 43.17			210.25 222.15 236.20
pressure [1] 56.5	5.10	45.2 47.23 60.15		-Q-	237.7 244.17 249.22
presume [4] 25.24	proceeded [1] 139.13	60.17 60.18 70.11		qualified [1] 221.13	quo [1] 74.2
56.12 76.3 124.12	proceeding [1] 45.11	70.12 72.9 84.6		qualify [1] 168.25	
56.7 111.8 183.14	PROCEEDINGS [1]	90.24 122.9 122.9		quality [50] 1.6	-R-
205.6 260.21	1.12	125.5 127.2 128.23		3.5 3.18 8.11	R [2] 2.1 3.1
prevent [1] 250.11	process [10] 50.21	148.3 148.14 153.2		8.12 8.15 9.2	radio [1] 28.6
previous [4] 23.5	50.23 57.20 96.18	169.2 177.6 188.25		11.12 13.15 16.9	raise [2] 126.11 127.19
44.22 135.6 202.23	99.25 103.18 105.8	194.19 217.5 217.6		17.19 56.14 59.17	raised [2] 27.25
price [10] 29.24	145.15 229.7 261.22	221.11 233.22 254.24		65.7 74.3 74.7	123.19
63.2 63.4 75.1	produced [1] 85.3	provided [19] 7.14		82.17 95.21 95.23	raising [1] 7.1
75.2 75.24 80.16	product [2] 47.10	45.7 48.6 136.9		78.7 98.8 98.10	ran [4] 183.10 183.15
123.3 123.4 132.14	47.10	144.8 145.5 145.9		114.10 114.11 120.13	206.8 206.14
138.18 139.23 140.4	profile [1] 231.8	145.12 145.14 145.16		129.4 129.6 129.14	random [2] 159.14
146.11 168.21 191.7	profit [1] 135.14	147.1 189.14 190.8		129.19 131.22 138.14	246.23
205.25 206.17	profits [4] 85.4	190.13 190.20 206.7		148.13 154.2 154.8	range [1] 46.6
priced [1] 122.16	135.6 135.6 136.4	211.21 237.20 248.23		154.21 162.15 168.25	47.3 120.6
pricing [1] 78.17	program [10] 14.7	provider [1] 47.6		175.21 181.5 181.9	ranges [1] 189.14
primarily [2] 41.2	15.20 16.3 16.5	providers [2] 238.21		189.3 189.14 190.14	rapid [1] 27.20 28.4
45.23	32.14 37.9 42.7	246.10		225.24 240.10 240.24	28.5 44.22 238.8
primary [4] 18.13	57.18 115.11 163.12	provides [4] 23.14		244.5 244.11 245.12	238.22 249.11 253.1
18.25 23.20 261.21	164.6 165.25 195.8	75.1 132.13 223.5		261.24	rarely [1] 107.23
principal [1] 257.20	210.7 210.11 210.13	46.11		quantify [1] 162.16	rate [2] 3.19 9.20
priority [1] 105.25	214.3	81.19 197.6 234.15		quarter [1] 214.6	9.22 10.1 16.21
private [5] 27.15	programming [1] 163.10	provision [1] 117.9		214.9 229.9 229.18	58.9 74.10 80.8
62.1 62.3 230.12	programming [1]	provisioned [1] 117.24		quarterly [1] 195.8	83.7 85.10 92.16
261.9	9.7	provisioning [12]		quarters [1] 31.42	92.21 93.1 93.2
pro [1] 74.2	progress [1] 147.4	11.22 23.15 34.10		quarried [2] 163.5	98.12 134.12 134.8
problem [5] 10.3	progresses [1] 91.17	43.21 117.23 186.10		163.7	146.4 148.2 168.25
35.19 40.8 40.9	project [2] 108.1	189.10 195.6 203.24		quercus [1] 158.21	171.3 184.16 187.4
41.5 41.15 41.17	215.7	204.7 206.4 217.17		163.7 198.14	189.10 204.17 204.18
41.19 41.40 41.20	projections [1] 28.21	public [14] 1.1		questioning [2] 70.21	222.11 253.11
41.23 43.10 50.12	projects [10] 30.11	1.10 128.13 146.10		155.15	rated [1] 243.25
51.17 52.10 56.21	33.15 33.17 33.20	146.10 146.12 146.16		questions [7] 6.13	rates [2] 7.1
57.6 72.21 82.13	33.21 44.25 129.4	188.15 216.17 218.12		10.14 31.1 35.18	7.2 9.21 74.1
86.24 88.18 88.19	131.10 149.10 215.6	223.20 238.4 249.21		42.17 42.19 45.14	72.1 83.12 83.18
89.20 90.8 90.9	promise [1] 50.20	267.4		48.12 64.11 64.17	92.16 92.22 132.9
90.10 90.16 99.20	promised [1] 161.9	publish [1] 106.20		76.15 86.11 91.2	137.3 137.12 146.23
100.11 102.14 104.14	161.10 204.12	PUC [1] 1.16 257.7		91.6 91.25 92.5	148.4 149.18 150.15
106.25 114.6 114.18		257.10		93.24 94.8 98.5	150.18 151.15 211.3
114.22 115.15 115.18		pull [1] 198.13		110.9 111.9 114.15	211.17 241.8
				116.10 117.6 128.20	
				130.8 130.10 130.12	

rather (s)	51.19	146.23	208.19	255.2	recover (s)	66.17	relates (i)	146.13	82.25	167.17	170.22
71.8	108.17	157.3	255.3	147.22	148.10	relating (z)	35.19	171.4	171.6	173.22	
177.1	221.15	262.12	reasonableness (i)	85.13	recovery (s)	85.13	185.1	173.23	174.13	175.5	
262.22	124.5	137.18	reasons (i)	215.2	recess (z)	215.2	relationship (i)	147.18	177.25	179.12	179.14
rationale (s)	21.12	40.18	62.23	215.15	recess (z)	215.2	relative (i)	67.14	179.15	179.25	184.12
73.9	87.24	98.17	98.20	82.25	89.23	103.9	relates (i)	184.18	187.6	189.11	
raw (i)	9.15	52.22	101.25	102.2	102.5	108.23	267.13	189.12	192.7	195.12	
191.3	102.8	106.11	109.21	103	215.16	relatively (i)	87.11	201.8	201.13	205.17	
RBOC's (s)	93.1	138.9	201.12	210.1	rectify (i)	114.5	177.5	241.23	244.22	245.5	257.1
93.5	93.20	96.14	231.2	recut (i)	188.20	Relay (i)	39.3	repairs (z)	203.24	256.1	
re ask (i)	111.11	229.17	235.3	Redfish (i)	229.17	46.2	228.23	241.18	256.1	257.1	
re call (i)	112.25	243.5	243.15	redirect (i)	107.15	243.5	243.15	243.25	repeater (i)	221.2	
re engineering (i)	99.25	103.9	103.9	rebuild (i)	235.6	reliability (i)	55.21	164.23	217.9	234.20	
re enter (i)	207.23	25.4	30.5	87.13	183.20	193.19	212.21	240.10	240.25	243.18	
207.23	184.7	185.3	196.11	212.23	212.23	246.13	246.18	247.9	251.14	255.7	255.11
recess (i)	70.2	207.15	225.23	reduce (i)	19.15	29.4	251.14	255.7	255.11	261.15	
71.9	125.22	173.13	54.2	135.25	145.24	reduced (i)	65.12	255.15	261.15	267.7	
184.22	234.10	155.13	159.23	174.16	211.11	reductions (i)	18.2	234.6	234.11	234.15	
reached (i)	93.13	185.7	190.25	194.25	211.11	reduction (i)	58.15	78.14	101.16	101.16	
138.23	165.16	211.11	211.11	211.11	211.11	reference (i)	44.22	255.17	258.11	258.15	
reaches (i)	35.23	receiver (i)	225.21	225.21	225.21	referenced (i)	35.19	142.11	164.21	142.3	
read (i)	11.22	12.21	13.13	13.14	14.25	77.10	8.16	142.11	164.21	142.3	
13.13	13.14	14.25	17.9	17.25	32.1	44.4	46.22	102.22	109.19	253.19	
51.12	65.16	65.19	80.12	98.23	123.18	referring (i)	11.14	17.20	32.8	40.11	
182.11	202.9	220.1	244.6	244.6	244.6	refers (i)	26.3	51.22	100.8	100.12	
reading (i)	170.7	172.23	174.3	174.14	174.14	42.24	100.16	184.1	14.19	58.10	178.11
172.23	174.3	174.14	174.14	174.14	174.14	reflected (i)	90.8	192.19	180.4	254.16	
READJOURNED (i)	116.4	203.13	208.1	208.1	208.1	reflections (i)	180.4	81.21	81.24	102.7	
ready (i)	4.13	116.3	188.3	263.3	263.3	refreshed (i)	254.16	111.3	117.14	124.21	
204.9	115.18	115.20	144.6	232.2	232.25	regard (i)	34.9	212.17	220.2	249.8	
real (i)	103.23	103.24	115.18	115.20	144.6	regarding (i)	40.7	160.13	160.13	160.13	
232.2	232.25	247.14	250.7	250.7	250.7	regardless (i)	117.23	149.17	149.17	149.17	
reality (i)	14.20	101.5	101.5	101.5	101.5	regular (i)	51.20	43.6	66.19	160.18	
realize (i)	65.6	95.8	147.25	147.25	147.25	regulatory (i)	5.20	160.18	160.18	160.18	
95.8	147.25	147.25	147.25	147.25	147.25	reinvest (i)	85.6	160.18	160.18	160.18	
really (i)	45.18	63.8	65.15	72.3	79.5	reinvested (i)	66.24	67.12	67.12	67.12	
63.8	65.15	72.3	79.5	87.2	89.19	reinvestment (i)	67.18	67.18	67.18	67.18	
90.1	90.2	90.19	94.1	94.2	94.3	reiterate (i)	67.10	67.10	67.10	67.10	
94.1	94.2	94.3	96.9	101.8	105.12	reject (i)	114.9	114.9	114.9	114.9	
108.20	116.15	124.7	125.16	133.1	133.2	rejected (i)	3.22	74.5	86.1	86.4	
133.1	133.2	133.2	136.8	137.9	138.11	74.5	86.1	86.4	86.4	86.4	
142.5	142.10	149.15	151.13	159.18	168.11	86.20	86.21	95.19	95.19	95.19	
180.7	203.4	203.20	207.14	234.19	235.15	95.19	137.24	138.3	138.5	138.9	171.16
242.21	251.4	257.17	253.3	253.4	262.24	138.5	138.9	171.16	171.16	171.16	
253.3	253.4	262.24	263.4	263.4	263.2	171.16	171.16	171.16	171.16	171.16	
rearranged (i)	243.10	14.13	165.9	165.23	196.15	171.16	171.16	171.16	171.16	171.16	
reason (i)	14.13	34.12	54.8	66.25	200.3	267.7	200.3	267.7	200.3	267.7	
80.1	85.14	102.13	103.6	106.10	123.13	162.7	165.14	258.24	261.21	261.21	
103.6	106.10	123.13	162.7	165.14	258.24	261.21	261.21	261.21	261.21	261.21	
162.7	165.14	258.24	261.21	261.21	261.21	261.21	261.21	261.21	261.21	261.21	
reasonable (s)	12.24	168.1	185.2	185.2	185.2	185.2	185.2	185.2	185.2	185.2	

recps (s)	22.5	165.8	responses (1)	31.11	112.22	115.22	116.20	rounded (1)	157.7	137.11	138.17	138.22
167.16	167.18		144.25	160.2	164.24	121.12	121.20	124.18	138.25	139.7	140.13	
request (1)	12.5		185.8			127.1	127.22	127.25	141.4	141.13	141.24	
37.16	42.9	63.21	responsibility (2)			131.25	131.25	134.17	142.1	142.23	143.17	
68.17	68.18	77.16	83.1	146.22		136.23	139.19	140.20	144.11	145.5	145.18	
101.13	101.22	145.15	responsible (1)	38.2		142.20	143.14	143.24	145.24	147.7	147.18	
185.8	185.16	191.14	53.7	53.8	115.19	145.6	147.24	148.2	148.24	148.6	150.1	
211.9	248.11	252.17	144.19	162.4	197.23	150.9	150.16	149.8	154.3	154.6	154.8	
254.9			rest (1)	75.8	127.24	168.14	173.5	173.6	154.15	154.21	154.22	
requested (12)	13.10		128.1	192.13	210.22	175.16	176.11	176.12	155.13	155.15	156.1	
13.10	13.22	14.19	restoration (1)	194.23		178.23	179.2	179.16	156.2	158.3	158.13	
22.6	29.20	68.15	restored (1)	236.12		179.19	179.21	180.4	158.15	158.24	159.4	
122.19	190.21	190.24	result (1)	12.17		186.19	186.25	190.5	160.16	160.16	161.18	
192.18	232.20		result's (1)	12.17		191.22	199.7	200.21	162.2	162.9	162.14	
requests (18)	11.8		58.21	97.10	113.13	205.12	205.19	207.24	163.16	164.22	165.15	
14.15	15.25	16.12	154.15			209.16	211.7	212.1	166.19	166.22	168.24	
43.15	43.22	43.24	resulted (1)	12.17		214.4	220.8	221.4	169.4	170.2	170.13	
48.23	109.21	109.24	results (10)	103.4		221.18	225.17	237.13	171.16	171.19	172.7	
162.2	144.25	145.10	103.7	106.20	144.14	238.11	239.21	248.8	175.12	175.18	175.21	
164.22	164.24	231.3	154.2	154.9	154.10	248.23	249.10	256.6	175.22	175.24	177.2	
248.1	248.21		161.14	207.8	208.7	257.3	261.12	262.15	177.3	178.25	184.1	
require (1)	40.13		retain (1)	66.11		266.6			184.21	187.20	189.3	
296.24			66.17	85.15	110.12	ring (14)	26.16	26.17	174.9	222.11	243.7	
required (1)	30.17		110.17	111.18	136.13	26.18	26.25	26.31	243.24	255.21		
37.15	37.6	60.19	retaining (1)	85.1		27.17	27.20	28.4	243.24	255.21		
67.22	68.2	68.16	retake (1)	118.7		28.9	60.11	60.16	253.11	33.5	223.12	
254.20			return (1)	7.1		60.17	60.18	60.21	253.11			
requirement (1)	72.2		74.20	75.2	85.10	60.23	61.6	61.10	rural (1)	7.22	41.22	
72.4	123.21	131.3	110.13	110.18	111.17	61.13	61.25	105.5	48.6	69.66	127.10	
140.18			132.8	132.14	137.1	223.1	223.2	223.12	230.24	335.12		
requires (1)	118.8		137.8	137.10	162.8	223.22	224.2	225.18	Russ (1)	33.4		
129.22			revealed (1)	248.2		225.19	225.19	255.20	-S-			
research (1)	205.21		revenue (4)	83.15		261.5	261.10		Sizes	1.6	2.1	
246.23			83.25	84.3	85.3	ring's (1)	247.9		2.10	3.1	3.4	
residence (4)	154.9		133.19	148.5		rings (10)	26.12		3.17	4.13	4.20	
154.11	174.11	175.1	revenues (1)	138.18		26.13	26.14	26.22	4.21	5.21	7.8	
residences (1)	173.2		reverse (1)	179.18		27.6	27.7	30.3	7.13	7.21	10.7	
residential (1)	7.2		reverses (1)	223.2		61.11	61.18	105.18	11.13	12.9	13.3	
19.1	23.16	65.3	review (1)	8.17		111.22	111.23	164.13	13.25	15.14	15.22	
74.20	132.8	137.3	74.6	92.3	98.8	164.14	223.8	223.16	16.21	15.13	16.21	
137.11	200.13	201.9	129.18	129.20	129.21	223.17	223.18	225.17	18.11	18.14	19.14	
239.7			172.21	194.20	194.24	241.8	21.20	21.24	21.20	21.20	21.24	
residents (1)	64.20		195.1	212.6	217.6	20.10	85.19	154.12	21.25	22.2	22.21	
171.21	172.4	172.13	217.9	263.25	264.11	154.20	181.13	184.4	23.15	24.2	25.1	
172.15			266.7			184.8			25.2	26.1	26.3	
resistance (1)	220.23		reviewed (1)	217.13		27.19	27.22	28.11	27.19	27.22	28.11	
resistant (1)	252.1		264.6			29.6	30.4	30.7	29.6	30.4	30.7	
resolution (4)	198.20		reviewing (1)	98.8		30.17	32.2	34.1	30.17	32.2	34.1	
201.14	213.9	213.9	98.10	138.13	148.5	34.25	35.23	37.4	34.25	35.23	37.4	
213.12	213.13		185.18	188.8	220.2	39.13	39.13	39.1	40.7	41.15	41.16	
resolved (1)	81.18		210.18			40.7	41.15	41.16	40.7	41.15	41.16	
resources (1)	14.6		reviews (1)	129.8		44.6	44.7	45.5	44.6	44.7	45.5	
208.22			revised (1)	16.14		45.22	46.14	47.9	45.22	46.14	47.9	
respond (1)	108.9		ribbon (1)	252.1		51.5	51.7	51.10	51.5	51.7	51.10	
208.20			rig. 1 (10)	3.23		53.25	55.7	55.14	53.25	55.7	55.14	
responded (4)	89.16		13.14	17.8	18.3	65.8	71.21	74.1	65.8	71.21	74.1	
89.18	170.15	208.21	18.21	23.3	23.7	74.19	75.2	75.18	74.19	75.2	75.18	
respondent (1)	34.15		25.7	27.11	28.2	81.4	83.6	84.11	81.4	83.6	84.11	
63.20			41.7	52.2	69.5	85.24	87.13	88.14	85.24	87.13	88.14	
response (1)	26.4		72.25	74.21	76.1	92.18	92.20	96.13	92.18	92.20	96.13	
32.2	32.3	32.5	78.1	79.2	79.7	96.15	97.2	97.8	96.15	97.2	97.8	
34.10	34.21	38.6	79.13	79.20	81.10	98.17	106.5	110.11	98.17	106.5	110.11	
71.25	169.8	170.15	82.5	82.11	89.2	110.16	111.15	113.22	110.16	111.15	113.22	
190.20	195.4	195.5	93.5	94.4	98.2	114.9	114.12	117.12	114.9	114.12	117.12	
206.7	212.25	213.1	103.7	103.23	105.7	121.19	123.4	126.4	121.19	123.4	126.4	
232.19	248.17		105.7	109.19	110.10	127.23	129.1	129.18	127.23	129.1	129.18	
			110.23	110.23	112.17	131.3	131.34	132.5	131.3	131.34	132.5	
						132.7	132.7	132.7	132.7	132.7	132.7	
						135.2	135.21	136.5	135.2	135.21	136.5	
						136.10	136.13	137.2	136.10	136.13	137.2	

June 12, 1997

135.21 135.24 136.4	125.3 125.15 126.3	129.15 131.5 145.22	9.9 9.18 11.9	102.3 104.3 108.5
136.9 136.13 136.21	127.7 147.11 148.7	146.4 146.11 147.9	11.12 11.22 12.6	132.6 141.7 141.8
139.15 145.25 150.20	148.16 149.13 149.25	194.24 223.18 241.3	13.15 13.17 16.9	148.3 148.14 202.13
183.6 227.17	150.12 150.14 158.9	secondly (2) 7.23	17.18 18.16 19.1	211.9 211.10 226.13
sales (9) 66.1 66.1	158.10 159.3 159.11	42.8	20.4 20.4 21.19	243.14 243.16 243.18
66.11 66.13 66.16	159.17 159.21 159.24	seconds (11) 20.14	22.4 22.4 22.6	260.14
66.18 85.1 85.2	160.21 161.3 161.24	20.16 58.24 59.3	22.15 22.23 23.13	servicing (6) 44.16
137.19	162.12 162.23 163.1	103.22 170.14 170.14	24.10 30.15 30.18	117.10 117.15 120.21
sample (1) 168.14	163.13 164.12 164.18	170.23 174.23 174.25	30.19 36.7 36.17	121.23 122.18
sampling (1) 159.14	165.20 181.17 182.3	175.4 175.6 179.25	42.9 47.1 49.14	session (3) 8.3
168.11 246.23	182.12 182.15 182.21	section (7) 16.14	49.21 49.23 50.1	262.10 262.12
Sanchez (2) 155.16	183.4 190.4 190.5	16.18	56.3 58.12 59.12	set (8) 8.15 10.5
166.22	192.3 201.21 201.22	sec (24) 56.2 59.11	59.17 63.5 65.7	97.12 131.15 163.6
sat (1) 164.3 167.15	202.25 203.5 203.12	71.22 86.25 104.14	68.20 74.3 74.6	222.7 230.20 267.18
255.24	203.15 203.22 204.3	120.16 131.12 166.11	81.10 82.16 85.23	sets (1) 50.13
satellite (1) 232.1	204.14 204.20 207.25	169.3 169.4 173.19	86.7 86.16 87.2	settlement (1) 128.25
satisfaction (4) 106.4	209.10 215.10 215.13	174.14 176.5 208.23	87.12 87.13 95.21	129.2 131.7 134.12
106.5 106.23 246.20	219.13 219.14 219.22	212.2 226.12 229.4	95.23 98.7 98.9	138.22 139.8 139.13
satish (1) 52.6	219.25 220.3 220.8	240.12 250.21 252.5	98.10 98.17 98.20	145.20
213.8 222.15 224.3	221.6 221.8 221.16	264.2	100.21 101.7 101.12	seven (9) 15.5
244.18 244.25 245.1	222.21 222.1 222.17	seeing (1) 65.22	101.13 101.17 101.17	54.1 77.23 77.25
244.13 245.15 252.13	224.16 224.21 225.4	seek (1) 45.10	108.2 114.10 114.11	165.12 171.2 195.1
252.14	225.8 225.13 225.16	seem (4) 93.25 103.21	114.12 114.13 125.14	248.17 260.1
Saturday (1) 65.19	226.6 226.10 226.18	135.10 259.11	129.4 129.6 129.14	several (1) 10.9
saw (4) 81.14 133.13	227.3 227.7 227.12	self-healing (4) 26.22	133.10 137.23 138.14	40.13 42.21 45.16
143.5 262.16	228.2 228.4 228.7	62.16 111.21 224.6	139.14 141.18 141.20	58.13 85.23 86.16
says (17) 46.4 46.17	228.12 228.18 228.22	self-reporting (1) 96.22	147.21 148.4 154.3	87.23 96.9 140.12
53.25 79.24 116.17	229.2 229.6 229.11	148.18 154.2 154.6	154.8 154.12 154.13	141.16 200.8 231.17
120.4 121.21 124.25	229.25 229.19 229.24	154.8 154.12 154.13	154.16 154.17 154.18	severe (1) 235.8
137.1 172.23 174.18	230.2 230.14 231.9	67.15 84.22	154.21 157.1 159.20	Sevold (2) 155.18
214.11 220.10 221.10	232.8 232.11 233.4	semantics (1) 12.12	160.6 160.12 162.15	166.22
222.13 254.20 258.18	255.6 255.19 256.8	15.4 15.6	164.3 165.8 165.21	shade (1) 9.23
schedule (3) 3.14	256.12 256.15 256.25	send (4) 158.22 225.21	166.12 167.16 167.18	shall (1) 12.1 12.1
17.6 39.2 254.17	257.5 257.14 257.19	244.21 259.7	168.2 169.1 170.10	13.19
255.2	257.23 265.13 266.16	sending (1) 160.15	170.17 170.23 171.9	shape (1) 56.23
scheduled (1) 3.19	Schoenfelder's (1) 72.1	sends (1) 225.24	171.13 171.18 172.8	254.23 254.23
Schoenfelder (20) 72.1	school (7) 70.25	sense (8) 15.19	175.21 177.13 178.25	shared (1) 244.23
45.16 46.16 46.20	108.21 126.15 237.17	72.14 111.9 135.19	179.4 180.9 180.10	shareholder (2) 147.14
47.9 47.14 47.23	238.9 238.18 245.19	138.5 144.7 148.12	181.4 184.4 185.12	147.15
48.11 48.21 49.1	schools (3) 125.24	149.23	186.10 189.2 189.10	shareholders (1) 148.8
49.5 49.9 49.11	126.1 230.4 238.5	sent (2) 224.19 230.21	189.12 189.13 189.14	shareowner (4) 67.7
49.19 51.3 51.11	238.5	sentence (4) 17.10	190.11 190.14 192.5	84.17 85.18 85.21
51.14 52.2 52.12	scientific (2) 198.1	17.23 17.25 32.12	194.23 194.23 195.12	shareowners (2) 85.5 85.9
52.14 53.6 53.16	227.8	separate (16) 13.21	200.16 200.24 201.8	shareowners (3) 84.2 84.4 84.5
53.22 55.3 55.6	scratch (1) 159.22	28.4 28.7 102.12	201.13 202.19 203.25	sheet (1) 97.14
56.7 56.20 57.13	screen (10) 38.11	102.14 154.10 165.24	205.18 206.6 210.15	shelf (2) 228.16 228.19
57.16 57.19 58.5	167.16 167.17 176.22	167.16 167.17 176.22	210.18 211.4 215.20	shipping (1) 17.6
58.23 59.4 59.9	167.4 164.9 164.11	176.23 198.14 199.19	217.8 217.10 224.2	ship (1) 96.18
59.14 59.20 60.9	164.16 165.10 165.22	199.20 213.6 213.11	227.13 229.20 229.21	shipped (1) 123.25
60.20 61.1 61.5	168.5 168.6 168.8	separately (1) 76.2	230.11 232.13 237.18	short (14) 16.6
61.8 61.15 61.20	SDL (1) 252.21	199.16 213.2	239.13 239.14 239.15	34.19 64.14 128.23
62.14 62.8 62.20	se (1) 244.23	separating (1) 16.12	240.10 241.3 241.22	145.14 153.2 160.12
63.1 63.14 63.23	seal (2) 43.11 267.19	September (2) 108.7	241.23 243.8 243.11	188.3 188.25 194.19
64.2 64.7 89.17	se led (4) 31.16	243.22	243.12 243.20 243.23	217.5 242.4 242.18
91.3 91.23 94.10	213.1 156.7 169.17	sequence (1) 224.15	244.4 244.1 244.13	263.3
96.7 96.20 97.21	213.17 259.19	sequences (1) 228.21	244.19 244.20 244.25	shortage (14) 34.11
98.3 98.5 107.16	searching (1) 141.17	serious (1) 87.10	245.5 245.6 245.12	35.4 88.17 88.18
108.11 109.3 109.11	season (1) 107.17	serve (1) 70.23 252.9	246.11 246.18 247.16	89.5 89.7 89.12
109.14 110.3 110.6	108.8 109.5 109.8	252.11	249.21 251.4 256.17	89.18 89.25 90.7
113.9 116.9 116.19	204.9	serviced (4) 146.10	260.8 260.25 261.11	90.10 99.8 234.7
116.23 117.5 118.15	second (2) 3.19	146.10 146.23 204.12	261.24	234.12
119.3 119.21 120.2	11.17 17.15 26.1	service (20) 1.6	services (12) 12.3	shortages (4) 34.13
120.11 120.15 120.23	30.6 30.8 46.7	3.4 3.18 8.10	16.13 19.3 27.13	
121.7 121.12 121.16	64.18 78.20 80.16	8.12 8.15 8.17	28.13 28.23 30.1	
122.1 122.11 122.23	98.11 120.6 129.11	8.22 8.22 9.2	30.3 30.5 30.14	
123.2 123.10 123.11			62.1 74.18 81.20	
124.4 124.15 124.22			86.19 101.23 101.24	

35.1 63.15 98.19	238.241.19 243.4	54.1 54.25 55.9	66.23 72.20 84.7	161.2 167.4 167.9	
shortcoming (1)	243.20 243.23 246.5	57.17 63.17 64.2	85.19 92.25 99.17	sponsored (1)	8.1
71.6	249.2 251.22 253.2	83.19 83.21 89.20	100.25 107.22 107.13	sporadic (1)	106.17
shortcomings (1)	site (1)	91.5 97.2 106.25	108.19 116.25 117.2	spot (1)	107.2 107.6
81.14 81.16 133.12	50.19 123.6 159.19	108.17 134.6 150.1	121.19 127.4 145.25	107.7 159.12 159.14	215.18
shorter (1)	163.22	160.7 161.13 208.2	158.19 162.4 166.23		
109.11 214.13	site (1)	208.4 215.14 254.15	183.13 189.2 192.9		
shoulder (1)	89.15 217.7 217.11	256.16 265.21	192.15 195.13 208.9	spreadsheet (1)	187.15
257.16	240.17 241.17 254.3	someplace (2)	214.16 216.17 216.18	spring (2)	41.12
show (1)	sites (1)	163.17	217.18 221.4 221.11	108.2	
91.42 13 43.2	61.14 87.23 166.2	sometime (2)	222.19 223.8 227.4	Spry (1)	166.21
76.9 102.10 169.11	222.19 252.9 252.12	27.1	239.23 239.25 243.21	Spry's (1)	240.22
170.11 175.17 175.21	sitting (1)	sometimes (2)	243.25 246.7 247.20	St (1)	158.20
215.6	163.18 167.19 168.4	250.4	248.18 252.24 253.1	stabilization (1)	99.25
showed (2)	228.16 228.18	somewhat (2)	255.8 259.2 259.5	stabilized (1)	99.5
186.15	situation (1)	164.23	267.1 267.5 267.19	103.13	
showing (1)	40.11 40.22 40.24	somewhere (1)	267.1 267.5 267.19	staff (1)	119
show (1)	41.1 50.1 51.22	28.19 50.12 56.3	202.14	5.1 5.9 7.5	
157.3 170.6 171.20	52.8 69.3 70.25	147.18 233.11 238.17	SPEAKER (2)	7.6 7.25 9.1	
shows (1)	113.21 127.15 230.5	SONET (2)	35.11	10.6 10.16 11.13	
44.15	230.16 230.19 233.19	27.6	35.13	15.22 16.6 16.13	
154.19 170.13 171.10	236.16	30.3 60.10 60.13	speaking (1)	23.8 25.22 50.6	
172.1 172.12 173.22	situations (1)	60.14 60.15 60.16	62.16 160.13 166.25	58.17 60.1 60.3	
174.10 175.7 193.5	15.18	60.18 60.20 60.23	252.13	60.5 60.7 63.20	
side (1)	29.17 63.12 70.21	60.25 143.25 223.1	special (1)	65.8 65.9 73.15	
132.25 162.6	70.20 82.25 87.14	223.4 223.16 225.19	19.15 70.20 119.3	73.22 74.17 74.25	
179.18	107.12 250.17	241.17 243.5 247.8	118.8 123.5 123.9	75.18 81.2 81.4	
signal (1)	six (1)	255.20 261.5 261.5	228.3 260.13 260.24	81.9 81.14 81.17	
220.23	104.16 104.20 115.11	261.10	261.6	81.21 82.3 82.8	
223.2 225.21 225.23	136.25 137.7 145.17	soon (1)	specials (1)	83.4 83.9 86.8	
241.4	171.20 173.21 175.5	170.18	43.13 43.20 125.23	90.6 97.5 97.7	
signaling (1)	175.5 179.24 211.18	sophisticated (1)	217.17 230.6 230.6	104.7 104.8 105.13	
signed (1)	238.11 247.9 254.1	260.22	230.7 230.10 260.16	110.11 110.16 110.20	
significant (1)	six month (1)	11.16	specific (2)	111.15 114.9 114.11	
8.4	39.2 254.20 255.3	17.16 21.9 32.5	19.17	114.20 127.22 129.10	
9.11 9.15 34.22	sixties (1)	42.18 59.10 77.11	20.22 25.11 65.22	129.13 129.18 129.20	
42.1 42.2 69.23	size (1)	79.22 80.2 86.14	65.23 68.25 69.13	129.24 132.5 132.13	
84.19 99.3 100.11	slightly (1)	102.17 107.16 109.13	74.25 79.18 79.24	133.10 133.13 133.20	
102.14 103.6 136.14	slow (1)	116.10 126.9 161.25	129.20 132.12 133.6	138.22 138.24 145.1	
136.15 198.27	40.22 78.21 217.16	181.18 208.1 209.22	138.15 140.17 140.22	146.14 154.3 154.22	
significantly (1)	248.16	224.6	140.23 205.15 205.16	170.24 171.16 175.18	
8.23 101.18 204.2	slower (1)	sort (1)	258.17	175.22 182.19 182.23	
signs (1)	99.11	63.16 97.24	specifically (1)	184.2 189.4 190.20	
41.11	small (1)	111.25 158.11 159.11	75.1 81.21 86.1	196.25 197.5 197.8	
similar (2)	107.3 223.12 225.14	159.14 192.11 201.24	86.20 132.13 132.18	197.21 197.22 198.1	
249.19	225.18 236.13	262.13	135.23 138.17 167.11	198.24 206.19 216.7	
255.4	smaller (1)	210.23	190.12 200.18 218.25	218.15 218.16 238.4	
simple (1)	44.25 204.1 223.9	211.24	specified (1)	265.4	
93.25 97.10 111.3	SMAS (1)	sought (1)	267.12	staff's (1)	48.22
111.8 112.5	143.21 228.2 228.3	source (1)	Specify (1)	82.7 138.13 140.25	
simply (1)	snapshot (1)	34.20	243.16	151.1	
23.1	34.6 34.6 106.18	83.25 84.3 84.10	speculative (2)	staffed (1)	100.2
34.5 49.21 50.12	snow (2)	135.1 136.11 136.15	143.7	209.4 209.7	
67.14 71.10 74.8	snowmobiles (1)	140.6 140.9 140.11	speeds (1)	stage (1)	129.11 129.15
86.6 123.16	236.22 237.6	140.17 141.12 141.21	243.25	147.9 229.13	
simultaneously (1)	236.25	142.22 143.17 144.11	71.22	stamped (1)	182.10
225.21	so-called (1)	237.10 248.19	80.7	stand (1)	5.11
singing (1)	sole (1)	sources (1)	spend (1)	standard (1)	11.9
97.13	140.9 140.11	83.4	66.20 78.2 135.16	11.23 12.8 12.8	
single (1)	140.1	83.6 83.15 133.19	166.14 166.15	12.12 12.20 13.1	
30.17 68.13 68.20	solely (2)	133.19 133.22 139.21	166.14 166.15	13.9 13.13 13.14	
68.22 69.3 125.6	140.5	140.1	spent (1)	13.21 15.23 22.14	
159.6 159.20 227.13	251.2	140.1	65.9	22.17 22.17 65.8	
239.15	251.18 252.16	1.3 2.5 2.8	131.1 131.4 148.25	73.14 93.22 96.22	
Sioux (1)	solutions (1)	2.11 3.8 5.21	149.4 149.15 150.4		
2.5	solve (2)	7.2 7.7 7.19	150.5 151.8 166.16		
26.19 40.12 40.12	241.9	7.19 9.19 20.22	181.6 240.19 240.21		
40.17 40.20 41.3	someone (2)	21.20 24.4 25.11	240.24 241.19		
41.4 44.20 44.24	49.1 51.15 53.24	28.13 38.19 38.21	spike (1)		
64.24 70.7 88.5		46.13 46.15 52.25	108.14		
99.18 101.1 122.6		53.2 58.8 66.10	spikes (1)		
141.19 143.3 143.22			108.25 109.2		
148.19 203.10 217.13			spoke (1)		
221.10 223.11 223.12			63.15		
223.13 228.25 230.1					
232.13 236.20 237.15					

98.8 154.16 170.5	21.20 32.2 34.11	stockholders [1]	summarize [1] 6.21	40.14 40.20 144.22
170.7 172.6 172.14	34.18 51.4 51.12	136.1	summarized [1]	228.24 229.1 229.9
173.7 173.18 174.13	52.24 54.10 66.16	Stofferahn [1] 31.6	85.23	229.16 232.23 248.18
174.19 176.16 176.16	66.16 66.19 92.23	31.13 36.10	summarizing [1]	switching [4] 46.12
178.19 178.22 179.8	118.14 124.9 162.14	stool [1] 108.21	73.2	220.5 221.22 226.4
179.14 182.17 184.1	175.23 189.6 189.15	stop [1] 20.17	summary [1] 28.25	241.14 241.18
233.9 254.11	180.15 190.18 191.16	stored [1] 158.22	86.16 128.23 153.2	SwitchNet [1] 230.12
11.12 13.15 16.10	191.23 192.10 192.14	storm [4] 234.25	154.2 154.6 188.25	sworn [1] 3.25
17.19 18.8 46.11	192.17 192.20 192.21	235.7 237.6	189.16 194.19 195.13	5.13 90.24 128.6
59.17 59.21 59.23	states' [1] 190.10	storms [4] 40.17	217.5	152.9 188.8 194.2
59.24 65.10 65.11	statelike [1] 45.22	234.22 235.4	Super [1] 123.7	216.10
65.13 73.13 74.3	212.6 237.16	250.10	supervisor [1] 242.5	Synchronous [1]
81.10 86.1 86.5	stating [1] 156.3	108.20	supervisors [1] 167.18	223.4
86.19 94.21 94.23	station [1] 56.3	Street [1] 2.3	supplied [1] 33.6	system [50] 32.23
95.10 95.14 95.21	statistical [1] 169.7	stretch [1] 118.5	37.16 90.6 165.4	32.24 33.1 33.4
97.25 98.6 114.10	statistics [4] 43.1	strict [1] 72.14	254.19	35.23 36.25 38.3
114.11 129.14 129.16	status [1] 129.8	strictly [2] 142.8	supplier [2] 63.15	54.12 60.15 72.11
133.10 138.3 138.14	statute [1] 45.25	205.9	236.21	72.11 87.7 89.13
154.22 154.22 175.25	46.4 46.24 47.15	strike [1] 266.10	suppliers [2] 34.17	93.8 108.20 119.1
185.3 181.8 181.9	47.16 116.11 120.3	structure [1] 258.13	241.10	119.1 133.16 163.2
180.3 189.6 189.8	120.8 120.9 122.12	studies [1] 106.3	supplies [1] 34.19	196.24 197.20 199.9
180.15 190.11 190.14	124.24 124.25 125.1	stuff [4] 118.18 119.19	supply [1] 34.22	207.13 219.6 221.3
192.15 192.21	219.18 219.19 220.12	121.13 122.24 124.6	35.6 63.17 260.3	222.5 224.1 226.1
standby [1] 29.21	221.17	220.11	260.8	228.10 234.23 234.24
stands [1] 106.9	statutes [1] 146.13	subcategories [2]	support [1] 30.19	235.3 235.6 235.9
start [9] 18.3 57.11	statutory [1] 72.2	43.6 43.12	73.9 185.7	240.2 240.7 241.2
87.25 97.11 161.15	72.4 123.21	subcategorize [1]	supposed [2] 185.3	241.12 241.24 244.23
170.15 196.6 211.19	221.17	43.4	253.5	247.13 247.22 249.22
223.1	stayed [1] 131.14	subgroup [1] 43.2	supportive [1] 245.21	250.16 251.17 254.10
started [3] 3.2	stencil [1] 131.14	subject [1] 3.25	suppose [2] 35.5	255.17
58.10 81.16 227.16	stencil [1] 131.14	127.17 129.5 139.8	40.17 47.19 47.25	system-wide [1]
247.25	stencil [1] 131.14	197.15 199.14 199.14	50.3 52.18 53.18	219.6
starting [5] 17.10	step [1] 198.19	218.19	57.18 62.22 67.16	systems [1] 36.1
75.22 80.14 103.6	steps [4] 41.16 42.1	submit [3] 15.10	72.13 108.24	36.20 37.4 37.5
104.14 107.24 108.10	42.4 42.5	97.15 263.13 266.6	supposed [2] 49.20	38.13 38.19 38.22
127.13 229.7	Steve [1] 2.18	266.8	78.22 100.4 172.21	39.3 55.25 64.3
starts [7] 75.24	141.16 142.3 142.18	submitted [5] 144.25	174.4 208.20 222.25	227.22 227.22 243.24
78.16 78.17 80.15	143.4 143.14 144.3	158.24 164.22 164.25	Supreme [1] 4.4	251.6 254.14 255.5
108.21 120.25 170.19	144.8 144.10 144.18	175.18 177.2 195.1	surprised [1] 19.18	260.2 260.22
state [59] 1.2	144.20 148.21 254.9	220.14 263.20	surprisingly [1]	
1.13 3.8 4.3	Steven [2] 216.9	subscribers [1] 237.18	62.22	-T-
4.4 5.17 7.7	216.16	subscribers [1] 231.4	62.22	T [4] 101.3 101.5
7.22 9.24 11.7	still [2] 22.23 34.25	241.2 241.11 260.1	survey [1] 106.7	101.8 108.23
13.8 20.3 26.12	56.10 56.10 56.11	260.9	surveys [2] 106.16	T1 [1] 253.11
28.11 29.23 36.24	57.1 59.24 66.4	subsequently [1]	106.17	T2 [2] 251.24 251.25
37.22 38.21 38.22	57.15 79.17 88.17	198.21	survivability [2]	table [2] 81.17 82.8
40.5 45.22 53.8	99.15 109.24 148.3	substantially [2]	26.21 62.4	tag [2] 63.2 63.4
61.14 96.11 101.24	172.11 177.23 206.19	200.25 210.14	survivable [1] 26.14	takes [1] 6.7 92.3
107.3 123.1 127.4	220.5 220.13 220.18	success [1] 210.18	26.22 27.7 27.17	taking [2] 163.14
128.10 145.18 152.13	221.24 226.3 231.3	successful [1] 16.12	28.3 28.8 60.11	talks [7] 41.25 72.14
158.25 159.8 165.13	235.10 250.18 251.1	such [1] 22.4	60.16 60.17 60.18	75.23 78.18 78.19
191.27 193.7 194.6	258.22 259.9	30.2 42.25 46.9	61.6 61.11 61.18	80.16 122.12
210.4 211.5 212.16	stipulation [1] 16.9	102.23 113.14 194.21	224.4	Tamara [2] 2.4
216.14 216.18 231.18	17.18 45.9 65.8	211.9 219.17 243.14	survival [1] 247.10	4.20
239.23 239.25 240.1	75.4 75.4 75.6	267.15	sustain [2] 236.5	tangible [1] 102.25
240.2 240.16 243.21	76.20 77.1 77.9	Suddenly [1] 161.15	switch [1] 61.13	target [2] 141.22
244.1 245.20 246.4	77.13 77.17 79.11	18.17 232.13 232.23	123.9 222.7 223.20	149.19
247.13 247.15 249.12	80.5 80.19 95.9	suggesting [1] 231.11	223.15 233.10	tariff [10] 118.17
254.14 255.8 267.1	114.9 132.12 132.17	suggestion [1] 264.5	switched [7] 27.13	117.1 117.3 118.4
267.5	132.22 132.25 137.14	suggestions [1] 97.18	213.1 61.25 120.4	123.3 123.15 123.17
statement [12] 4.16	138.16 141.2 146.15	suggests [1] 34.3	120.5 197.1 229.17	123.19 221.10 221.13
5.3 14.14 34.21	146.24 147.6 154.4	Suite [1] 2.3	switches [10] 40.13	tax [1] 66.7
35.14 58.8 71.18	175.14 175.14 175.18	sum [1] 33.23		TC94-121 [8] 46.1
79.18 94.13 120.16	182.25 264.24			
137.4 137.12 145.23				
146.6 213.3 246.19				
260.17				
status [28] 21.1				

June 12, 1997

75.17	76.17	77.2	terminal (1)	163.19	168.19	169.8	181.6	121.1	122.7	123.16	103.15	133.5	205.11
128.25	129.6	129.13	terminology (1)		182.5	183.23	183.24	123.18	124.12	125.7	toll (1)	27.13	29.18
189.5			109.19	149.1	164.13	184.10	185.7	185.23	126.16	132.9	tomorrow (1)	91.21	
TC97-016 (1)	1.6		224.7			186.6	186.15	187.13	136.25	137.6	92.3	102.10	258.18
3.3	129.18		terms (2)	9.2		188.17	189.1	190.9	164.21	167.12	tone (1)	9.6	40.7
teach (1)	257.20		9.15	9.16	9.16	190.9	192.5	194.10	177.21	177.25	too (1)	49.13	65.21
tech (1)	166.12		12.17	26.16	27.25	194.14	211.18	216.23	179.11	179.17	70.18	89.18	92.24
technical (1)	47.1		28.16	38.11	41.6	217.6	218.10	226.20	185.14	189.11	94.10	104.17	107.3
118.5	142.17	219.17	41.12	52.22	56.11	227.15	239.8	238.1	218.9	220.6	122.12	124.2	124.9
technician (1)	29.5		56.15	56.16	67.5	241.17	244.3	244.8	236.17	237.2	124.10	143.3	149.17
230.22			67.6	69.23	92.20	245.18	247.18	259.25	244.2	244.7	163.21	211.5	242.4
technologies (1)			103.2	109.2	263.12	260.11			245.24	247.7	242.4	242.4	242.18
231.6			territory (1)	51.5		testing (1)	27.2		three-mile (1)	47.3	259.21	259.22	
technology (1)	54.8		121.20	126.5	190.18	144.16	223.19	224.8	threshold (2)	12.15			
54.11	60.10	60.13	251.4			224.15	224.22	255.1	thresholds (1)	36.3			
60.22	60.24	60.24	test (1)	37.8	55.21	tests (2)	61.17	61.18	these (1)	105.12			
61.6	61.25	71.3	11.15	127.13	225.9	thank (3)	4.12		through (5)	6.8			
71.3	71.4	71.5	225.10	226.7	228.21	5.8	6.23	10.17	7.16	26.11	34.6	34.6	88.9
71.9	142.2	142.3	254.25	255.4	257.11	18.9	63.14	64.9	26.19	28.20	100.10	103.10	173.1
148.21	148.22	222.2	tested (1)	26.23		64.13	86.23	98.3	40.4	51.20	194.20	217.11	
223.2	223.4	224.25	37.17	61.16	111.24	98.15	110.6	111.19	52.17	65.18	25.22	64.17	64.19
226.12	232.6	237.24	112.10	112.10	112.11	112.13	113.2	113.5	78.3	83.18	155.24	145.9	155.10
252.19	252.20	252.23	224.11	224.10		114.14	115.22	126.8	123.8	134.25	155.24	157.2	
253.1	253.5	253.9	128.7 (1)	5.14		132.21	133.18	147.10	136.4	143.3	167.20	171.13	200.25
253.10	253.19	254.4	128.7	134.5	151.6	150.12	150.19	151.3	151.8	169.12	201.9	205.11	209.12
261.5			152.10	188.9	194.3	158.1	164.18	175.9	151.8	169.12	214.7		
telecommunicate (1)			208.4	216.11	248.15	181.16	183.4	183.8	169.16	170.9			
123.8			254.15			183.18	187.8	187.18	172.13	72.24			
telecommunications			testify (1)	80.24		190.6	192.3	196.1	187.11	187.14			
191	8.2	27.5	81.1	90.1		201.20	204.20	206.25	207.9	208.19			
209.13	202.12	239.1	testifying (1)	3.25		209.10	213.15	215.1	219.23	222.22			
telecommuting (1)			testimony (1)	5.22		215.14	215.24	216.4	219.23	222.22			
124.8			6.2	6.3	6.11	227.8	233.5	249.3	224.14	224.18			
telephone (1)	32.22		6.21	7.15	8.21	249.24	257.23	259.24	226.15	227.13			
44.6	50.13	72.19	9.3	11.6	13.7	262.2	266.16	266.18	226.15	227.13			
167.19	199.21	199.25	14.12	18.11	20.2	173.20	193.18		231.25	236.22			
202.18	215.20	220.21	21.4	23.10	23.11	Thanks (1)	136.12		236.22	236.22			
243.10	246.18	251.14	26.11	27.18	28.10	there (1)	73.5		19.13	52.24			
251.16	254.3	260.25	29.22	30.1	30.24	therefore (1)	8.19		61.10	61.13			
telephones (2)	58.14		34.9	35.18	35.20	14.24	47.20	52.7	102.21				
255.25			36.21	37.19	40.1	179.7							
televideo (2)	222.5		40.2	41.13	44.5	they've (1)	106.14						
222.18			44.23	45.6	45.18	149.22	161.10	176.14					
telling (1)	48.1		47.17	48.22	48.23	248.5							
68.15	79.7	163.23	51.12	58.6	59.11	thinking (1)	79.14						
193.9	242.8		63.16	64.8	65.16	149.7	263.12						
tells (1)	222.12		65.19	73.2	73.9	third (1)	101.11	185.12					
TelServ (1)	239.3		74.13	75.10	75.10	229.9	229.18						
249.11			76.5	76.8	76.10	Thompson (1)	4.24						
temperature (1)	259.14		76.19	77.10	78.3	thoroughness (1)	243.3						
259.16			78.15	79.1	79.4	thought (1)	59.6						
temperatures (1)			81.8	85.12	85.23	59.9	61.16	78.12					
258.5			86.6	86.16	86.24	80.6	80.8	90.3					
ten (1)	20.2	72.8	87.6	88.16	89.8	94.22	98.5	136.5					
111.20	167.21	208.23	89.21	90.20	92.13	156.1	180.2	186.23					
238.18	245.18	252.23	92.14	94.13	98.25	204.12	229.6						
252.12	253.13		100.12	100.13	101.16	thousand (1)	20.19						
tend (2)	202.20	202.21	101.22	102.21	104.1	thousands (1)	52.23						
tends (1)	204.10		104.18	107.8	109.3	three (1)	8.24						
tenths (1)	7.10		109.6	111.21	112.15	9.2	9.8	9.10					
Teresa (1)	33.5		128.12	128.24	129.8	17.8	17.13	17.19					
63.21	90.6	90.15	132.2	132.2	132.3	23.12	33.7	38.8					
Teresa's (1)	90.13		137.24	138.13	139.20	47.7	48.2	66.4					
term (1)	15.7	72.2	139.21	141.4	144.8	66.9	70.2	70.13					
221.1			145.18	146.25	147.3	70.19	70.23	74.21					
			152.20	152.21	154.1	100.20	116.13	118.3					
			155.7	164.21	165.13	118.11	119.2	119.18					

transcripts (2) 263.9	Tuesday (1) 264.1	251.24	252.1	253.17	189.6	189.15	190.11	UNKNOWN (2)
263.22	turn (4) 4.11	148.17			190.12	190.18	190.23	35.11 35.13
transfer (9) 12.2	155.19 160.17	166.13	types (4)	100.20	191.7	195.4	195.5	unless (4) 97.13
13.17 13.17 100.19	250.10		125.20 167.23	252.22	195.7	195.16	195.25	118.24 161.1 163.10
101.3 101.7 171.12	turnaround (1) 207.8		typewriting (1) 267.8		199.19	202.2	203.19	unrealistic (1) 234.11
178.16 179.22	turned (1) 26.25		typically (9) 198.20		204.23	205.23	205.25	up (60) 9.1 9.20
transferred (1) 100.16	27.2 59.16 60.4		204.8 220.25 226.22		208.11	208.21	209.1	10.11 26.19 26.25
transmitter (2) 225.20	66.4 66.8 256.17		227.18 233.11 233.15		209.25	210.2	210.3	27.2 42.13 49.16
225.22	twelve (1) 174.9		233.16 233.21		211.4	211.12	212.4	49.21 61.2 70.11
transport (3) 46.6	two (1) 7.9 7.17				215.10	215.14	215.21	73.13 84.24 84.23
46.10 120.5	11.18 12.3 13.10				217.14	217.21	218.10	87.25 91.11 102.10
trap (1) 23.9	13.11 13.18 13.22				218.15	219.24	219.7	102.16 108.14 113.10
traumatic (1) 103.12	14.8 14.16 14.20				220.14	221.21	221.7	116.14 121.1 121.1
travel (4) 113.25	14.22 15.2 15.16				222.15	222.25	223.16	124.16 126.8 135.19
114.2 114.5 189.10	15.16 15.25 16.13				224.10	224.13	226.16	157.7 160.5 161.8
	16.23 20.21 22.6				227.18	229.22	229.25	162.3 164.16 169.9
treat (1) 102.14	22.10 22.13 22.19				230.10	232.6	232.12	171.7 173.8 175.12
treated (2) 72.5	22.22 22.22 22.24				232.19	230.18	235.22	187.15 190.23 196.7
182.19	23.7 23.12 27.6				237.10	240.11	241.12	203.1 203.3 205.11
treats (2) 154.12	28.4 28.7 28.10				241.24	243.4	244.5	205.24 215.1 221.11
154.15	31.7 31.15 33.15				244.11	246.8	246.10	239.13 239.18 243.7
tremendous (2) 108.22	34.12 46.7 46.9				247.21	248.17	248.20	247.3 253.11 253.12
125.10	54.3 64.11 65.4				252.23	254.17	254.19	253.13 255.21 256.2
trench (1) 232.5	68.11 69.7 77.11				260.11	261.4	261.16	256.18 257.3 260.8
trend (2) 107.7	79.19 81.21 88.3				261.22	262.5	262.8	262.14 263.18 264.9
trends (2) 107.3	92.7 98.4 99.8				29.6	30.4	30.7	266.13
107.6	99.15 99.21 101.15				30.17	32.2	34.10	ultimately (4) 52.20
TREX (1) 241.13	102.19 108.18 109.23				34.25	35.3	37.4	74.4 85.4 89.9
trial (1) 113.25	102.19 117.3 123.1				38.13	38.17	39.1	115.14 118.21 124.19
112.2	133.4 135.10 148.17				40.7	41.15	41.16	210.15
tried (1) 168.5	152.21 154.13 154.18				44.6	44.7	45.10	unbeknownst (1) 7.24
107.6	160.8 160.8 162.1				45.22	46.14	47.9	
triggered (1) 115.14	162.8 166.17 167.11				51.5	51.7	51.10	
trip (2) 141.18 148.18	167.12 169.3 170.10				53.25	55.7	55.14	under (14) 11.21
trips (1) 145.12	170.17 170.23 171.1				65.8	71.21	74.17	13.14 16.20 16.22
trouble (1) 52.21	171.8 171.9 171.10				74.19	75.2	75.18	33.8 33.13 35.12
54.21 55.23 57.23	171.22 172.4 172.8				81.2	83.6	84.11	43.11 45.7 48.8
59.12 179.20 189.11	171.27 173.6 173.17				85.14	87.13	88.14	54.25 59.15 59.25
	177.9 177.12 177.14				92.18	92.20	96.13	60.2 60.3 70.14
true (3) 7.3 8.7	177.23 178.2 178.3				96.15	97.2	97.8	89.22 116.8 145.1
16.10 66.15 68.4	178.22 178.25 179.4				98.17	106.5	110.11	145.9 145.12 145.15
71.18 72.3 81.12	179.7 180.5 180.6				110.16	111.15	113.22	145.16 146.6 146.14
87.1 97.22 97.22	184.14 187.12 189.10				114.9	114.12	117.12	155.9 164.25 207.13
116.25 120.7 133.11	194.20 198.13 207.4				121.19	123.4	126.4	210.21 213.10 248.13
136.12 145.23 168.19	208.20 208.21 212.6				127.23	129.1	129.18	248.20 248.23 250.7
168.19 178.8 180.4	212.18 223.8 223.17				131.9	131.14	132.5	253.9 263.13
190.16 216.2 236.15	223.18 225.16 235.1				132.7	132.14	133.21	understand (3) 37.7
237.1 258.9 267.10	235.7 236.23 237.25				135.2	135.21	136.5	37.9 38.1 44.8
truth (1) 149.24	238.10 239.4 239.18				136.10	136.13	137.2	60.22 70.16 71.16
truly (2) 50.14 69.22	239.20 245.4 245.5				137.11	138.17	138.22	88.11 90.9 93.16
trunk (1) 40.23	245.6 246.15 246.16				138.25	139.7	140.3	106.11 119.4 125.15
trunking (4) 40.13	247.5 252.7 255.24				141.4	141.13	141.24	148.19 150.8 160.21
232.13 232.17 232.21	two-day (1) 13.9				142.11	142.23	143.17	178.21 179.6 182.14
232.23 248.17	14.10 14.20 14.23				144.11	145.5	145.18	182.25 198.6 199.17
trunks (1) 40.20	22.14 22.17 23.2				145.24	147.7	147.18	232.20 245.10 250.8
40.21 41.8	154.16 157.2 172.6				148.2	148.6	150.1	263.5 266.3 266.12
try (9) 19.21 50.7	17.18 178.22 179.8				154.3	154.6	154.8	understood (1) 90.7
53.5 55.2 55.5	179.14				154.15	154.21	154.22	187.9 199.5
59.28 111.12 149.23	two-part (1) 74.9				155.13	155.15	156.1	unexpected (1) 211.23
251.18	two-part (1) 67.20				156.2	158.3	158.13	unfair (2) 98.21
trying (22) 69.21	68.2 68.21 69.3				158.17	158.24	159.4	202.3
69.22 71.12 74.10	type (2) 15.18 41.17				160.4	160.16	161.18	unique (1) 211.22
79.21 82.15 98.9	58.24 64.8 70.12				162.2	162.9	162.14	223.15 223.15
100.7 109.6 109.7	111.13 122.24 124.8				163.16	164.22	165.15	unit (1) 170.15
114.7 115.9 119.7	129.14 163.22 163.24				169.4	170.2	170.3	United (2) 90.23
149.25 161.6 178.9	155.10 231.11 235.18				171.16	171.19	172.7	118.14
221.24 236.8 236.25	241.6 242.5 246.11				175.12	175.18	175.21	units (1) 231.4
238.23 249.25 250.20					177.3	178.25	184.1	universal (1) 30.18
					184.21	187.20	189.3	

216 17	258 10	violates [1]	176 10	West [3]	2 2	244 5	244 11	246 8	59 12	70 7	10 1
188 14	199 20	violations [1]	178 5	West 2	4 2	246 10	247 21	248 17	105 4	105 18	109 23
199 23	199 20	virtually [2]	34 19	5 21	7 8	7 14	248 29	252 23	116 13	116 17	116 24
234 15	236 11	126 1		7 21	10 7	11 13	254 19	261 24	117 10	117 13	117 15
utilizes [1]	25 13	vision [1]	8 7	12 9	13 3	13 25	261 22	262 5	262 8	121 23	126 2
		visit [1]	166 19	15 14	15 22	16 11	266 5			160 8	162 1
		241 17		16 16	16 21	18 14				162 8	162 16
		visited [3]	209 15	19 14	20 6	21 20				165 23	168 15
-V-		159 1	166 2	21 25	21 25	22 23	30 4	30 7	39 1	170 14	170 23
vaguely [1]	104 5	241 10		22 21	23 15	24 2	107 10	135 7	114 12	171 1	171 5
Valley [1]	236 21			25 1	25 2	26 2	129 18	132 15	145 18	171 9	174 16
valleys [1]	204 5	visiting [1]	114 20	26 3	27 20	27 22	150 1	154 6	161 18	175 4	175 6
value [3]	67 5	visits [1]	217 7	28 12	29 6	30 10	191 7	195 4	195 5	184 14	188 17
67 4	67 4	Vivian [1]	223 11	32 2	34 10	34 25	195 7	205 25	206 17	187 5	201 14
232 2		vogue [1]	253 4	35 23	35 5	38 13	209 1	215 21	243 14	208 4	211 5
		voiced [2]	170 15	38 16	40 7	41 15	260 11			232 1	234 15
vanety [3]	7 14	202 6		40 10	45 22	46 5				25 7	
62 24	139 25	202 6		51 5	51 7	51 10	whereby [1]	52 8		without [1]	29 23
226 22		volume [2]	35 23	53 25	55 14	65 8	WHEREOF [1]	267 18		71 15	
		254 21		71 21	74 17	74 19	wherever [1]	251 22		99 6	147 16
		108 22		75 3	75 18	81 2	whole [1]	3 21		209 10	209 23
				83 6	84 1	85 14	Wide [1]	230 13		5 13	42 24
				87 7	88 14	92 19	width [1]	119 15		56 2	54 23
				92 20	96 13	96 15	Wiest [1]	1 19		128 6	130 6
				97 3	97 7	98 18	4 25	4 25	5 9	151 2	152 7
				106 5	110 12	110 16	6 19	10 17	10 10	158 2	188 8
				111 15	113 22	114 1	10 20	30 25	31 10	189 22	193 22
				117 12	121 19	123 4	36 9	36 12	42 17	195 23	206 18
				126 4	127 13	129 1	80 24	81 1	114 15	218 7	26 18
				131 9	131 14	132 5	128 1	128 9	130 2	witnessed [1]	164 2
				132 7	133 21	135 2	138 4	152 4	152 6	witnesses [10]	115 25
				135 21	135 21	135 21	152 15	151 1	158 1	127 24	145 1
				136 13	137 2	137 11	152 15	151 1	158 1	262 15	263 14
				138 17	138 22	139 1	173 4	183 21	185 9	265 17	265 25
				139 7	140 3	141 4	185 20	186 2	186 17	wonder [1]	15 6
				141 13	141 24	142 11	186 23	187 2	188 4	96 20	174 25
				142 23	143 17	144 11	188 5	188 11	189 17	wonderful [1]	123 7
				145 5	145 24	147 7	189 22	193 20	193 22	245 16	
				147	148	148 6	194 5	195 14	195 23	wondering [1]	36 9
				154 4	154 8	158 1	212 22	212 24	213 15	69 9	
				154 24	154 22	155 13	212 22	216 7	216 13	word [1]	133 6
				155 15	156 1	156 2	217 19	218 3	260 20	160 23	193 17
				158 3	158 13	158 17	262 2	262 7	263 20	193 12	193 20
				158 24	159 4	160 4	263 23	265 5		160 23	193 17
				160 16	162 22	162 9	263 23	265 5		193 12	193 20
				162 14	163 16	163 24	Waldo [2]	2 2		193 12	193 20
				165 24	166 20	166 22	4 20			193 12	193 20
				168 16	169 4	170 3	William [1]	2 2		68 19	71 1
				83 1	170 20	171 16	4 19			115 17	160 19
				172 7	175 12	175 18	4 19			222 13	252 12
				175 22	175 22	175 24	81 11	43 10		work [1]	13 10
				177 2	177 4	178 25	willingness [2]	83 10		65 8	133 5
				184 1	184 21	184 21	135 16			50 21	56 10
				189 3	189 7	189 15	winter [4]	88 23		192 8	208 6
				190 1	190 12	190 18	183 14	250 25	259 5	229 21	258 17
				190 23	195 16	195 25	winters [1]	235 1		232 1	203 7
				190 29	202 2	203 19	wire [2]	32 13	32 13	worse [4]	173 3
				204 23	205 3	207 2	32 24	33 20	33 22	192 12	202 22
				208 4	208 11	208 21	34 35	41 5	117 9	201 19	252 7
				209 25	210 2	210 3	121 23	121 23	121 24	worth [2]	67 6
				211 4	211 12	212 4	122 15	123 6	220 22	writing [1]	223 23
				215 11	215 14	217 14	220 24	221 6	251 24	71 15	
				217 21	218 10	218 15	252 1			wires [1]	55 15
				219 5	219 8	220 14	wishes [1]	151 18		written [1]	12 5
				221 10	221 25	222 15	wishin [1]	12 3		17 14	17 18
				222 25	223 17	224 10	43 13	43 25	58 24	103 21	145 10
				226 22	229 25	230 19				145 15	
				232 6	232 12	232 10					
				235 18	235 22	237 10					
				240 11	241 12	241 24					

224 18 226 15

wrong (2) 59 15

224 6

wrote (2) 48 4

59 15

-X-

x (4) 2 13 252 19

252 20 253 9 253 19

254 4

-Y-

Yankton (1) 26 18

223 13 238 8

year (14) 8 17 8 18

33 10 33 22 42 1

61 17 67 23 67 25

68 16 106 9 107 19

107 23 108 18 124 17

131 12 135 6 135 7

135 24 136 1 136 5

149 5 149 8 171 24

171 25 172 4 172 20

173 11 174 7 174 23

174 23 177 10 185 18

202 17 229 1 229 10

233 24

year-to date (1)

177 21 177 22 186 2

years (11) 28 13

38 8 58 13 69 7

99 15 99 21 172 4

202 23 207 5 233 25

253 7

Yep (1) 219 24

yet (13) 36 11 59 24

66 9 104 24 105 23

105 24 203 17 220 17

229 5 235 25 251 16

251 16 264 15

yourself (1) 48 17

197 4 222 3

YTD (2) 33 9 171 24

-Z-

zero (2) 120 6 259 18

TC97-016

TC97-016

[illegible]

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE PETITION OF)
U S WEST COMMUNICATIONS, INC., TO)
HAVE ITS NONCOMPETITIVE SERVICES) DOCKET NO. TC94-121
REGULATED AS PROVIDED FOR IN)
SDCL § 49-31-4.1.)

RECEIVED
JUN 12 1995
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

STIPULATION AND AGREEMENT

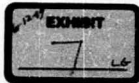
U S WEST Communications, Inc., ("U S WEST") and the Staff of the Commission ("Staff"), collectively referred to as the "Parties", respectfully submit this Stipulation and Agreement (Stipulation) for approval by the Commission, pursuant to ARSD 20:10:01:20.

RECITALS

1. On December 28, 1994, U S WEST filed its application in this docket seeking to change the way the prices of its noncompetitive services are regulated. The underlying authority for the Commission to approve price regulation, as opposed to rate of return regulation, is SDCL 49-31-4.1.

2. SDCL 49-31-4.1 allows U S WEST to petition for an investigation of price regulation for noncompetitive services where price regulation will have a positive effect on universal service and be more reasonable and fair than rate of return regulation. Universal service is defined in SDCL 49-31-1(11) as

2/97



service which is efficient and available to all customers through adequate facilities and at a reasonable price.

3. Rate of return regulation is defined in SDCL 49-31-1(8) as a procedure used by the Commission to approve a charge for the service which balances the customer's need for adequate service with U S WEST's need to cover expenses and earn a reasonable rate of return on its investment. Price regulation is defined in SDCL 49-31-1.4 as being a form of regulation other than rate of return regulation which takes into consideration the pricing of alternatives, market for a service, affordability of universal service, and the fully allocated cost of providing the service.

4. Rate of return/rate base regulation is designed to measure appropriate costs of providing service. The costs of service are determined on an aggregate basis, and then allocated to service units. Prices based solely on cost of service/rate of return offer little pricing flexibility. In markets tending toward competition, pricing flexibility enables a variety of both direct and indirect customer benefits.

5. This Stipulation will result in a price ceiling for residential basic local exchange service below the fully allocated cost of that service (by both U S WEST's or the Staff's calculation). For that reason alone, this price regulation plan

offers more customer benefit than pricing based upon strict rate of return regulation of noncompetitive services. In comparison, flexible pricing should be more beneficial for provision of universal service.

6. Competition in the local market occurs today in many markets around the United States and is reasonably expected to occur in South Dakota markets in the near future. Preparatory to the advent of that competition, U S WEST needs regulatory flexibility in pricing between long run incremental cost and a ceiling established through regulatory oversight. That flexibility is not present in traditional rate of return regulation. Pricing flexibility, as described in this paragraph, will allow U S WEST to compete on the basis of price and will encourage continued U S WEST investment in facilities and services to meet customer expectations.

7. The telecommunications market is determined by technology - its sophistication and continued rapid development and change. U S WEST must be allowed to recognize the enormous impact of technology on its service by being able to recover the capital invested in necessary technology - in a manner similar to any other competitive entity - using generally accepted accounting principles. The recovery of capital costs through the

recognition of reasonable economic lives will foster the continued development of necessary technology and will provide an incentive for U S WEST and its shareholders to invest in that developing technology.

8. Essential to the implementation of any pricing plan for U S WEST is the assurance that it will have a positive impact on universal service. A key goal of universal service is the availability and affordability of quality residential basic local exchange telecommunications service. This plan grants pricing flexibility, below a cost of service ceiling, for basic local exchange service. This fact alone dictates universal service benefits accruing from adoption of an agreed to form of price regulation.

WHEREFORE, the Parties now agree and stipulate as follows:

AGREEMENT

9. The prices of U S WEST's services which are classified as noncompetitive pursuant to SDCL 49-31-1.1 shall not be solely determined (for other than a ceiling) by rate of return regulation, but as set out in the following paragraphs.

10. The prices for the following services will be determined by this price regulation plan:

- a. Business and residential local exchange service;

- b. Switched access services;
- c. Emergency telecommunications services (i.e. 911 and E911);
- d. All other currently classified noncompetitive services; and
- e. All future noncompetitive services if so ordered by the Commission.

11. For purposes of this price regulation plan, prices for residence and business basic local exchange and switched access services will have a price ceiling. U S WEST will have the ability to flexibly price these noncompetitive services under the applicable price ceiling as described in this Stipulation, consistent with the provisions of SDCL 49-31-1.4, 49-31-4, 49-31-12, 49-31-12.2 and 49-31-12.4.

12. U S WEST shall be allowed to account for the recovery of its capital investment as agreed upon within this settlement.

13. For purposes of this price regulation plan, the following pricing will be applied to residential basic local exchange service:

- a. No sooner than thirty days after the effective date of the Commission's order approving this Stipulation, U S WEST

may institute a price increase of up to \$2.10 per line per month, which includes a portion of the charge for touch-tone service as agreed to paragraph 13(g), below, in recognition of the need to more closely match prices with costs. U S WEST may flexibly price residential basic local exchange service at or below such price, but may not exceed that price for period of eighteen months. A comparable price increase for measured service will also be filed;

b. After this eighteen month period, U S WEST may flexibly price residential basic local exchange service at or below an additional \$2.10 per line per month (with a comparable pricing change being applied to measured residential service), which again includes a portion of the charge for touch-tone service, if the resultant price does not exceed the price ceiling as specified within this settlement. This price, once instituted shall not be exceeded for eighteen months;

c. After expiration of the eighteen month period in 13(b), U S WEST may price basic local exchange service at or below \$19.00 per line per month; except that measured and 2 and 4-party service will be comparably priced less than the price ceiling stated in this paragraph;

d. The price ceiling of \$19.00, as stated in paragraph 13c, above, is less than the fully allocated cost determined by using the cost allocation study provided annually to the Commission as adjusted by the cost of service study provided to the Commission by U S WEST;

e. The price ceiling stated in paragraph 13c, above, may be adjusted as provided for in paragraph 19 of this Stipulation, except that no adjustment to the price ceiling shall exceed \$2.10 per line per month in any eighteen month period;

f. As provided for in SDCL 49-31-11 and 49-31-12, U S WEST may provide selective price discounts and/or decreases reasonably related to competitive market demands and other relevant considerations; and

g. Paragraphs 13(a), 13(b), and 13(c), above, include the effect of incorporating touch-tone service and charges into the basic monthly rate.

14. The following conditions apply to the pricing of business basic local exchange services;

a. No sooner than thirty days after the effective date of the Commission's order approving this Stipulation, U S

WEST may increase its price for business local exchange service up to \$2.40 per line per month which includes the effect of incorporating touch-tone service and a portion of the charges into the basic monthly rate;

b. No additional price increases for eighteen months after the effective date of the price increase stated in paragraph 14a, above;

c. After expiration of the eighteen month period in 14b, U S WEST may increase the price of business basic local exchange service by \$.90 per line per month to complete the inclusion of touch-tone charges and service in the basic rate. From the effective date of this price increase, U S WEST may price business basic local exchange service at or below \$38.05 per line per month, which is the ceiling price; and

d. As provided for in SDCL 49-31-11 and 49-31-12, U S WEST may provide selective price discounts and/or decreases reasonably related to competitive market demands and other relevant considerations.

15. The price ceiling for switched access services will be determined by using the switched access rules found in ARSD

20:10:27 through 20:10:29. Price changes will be consistent with the requirements of SDCL 49-31-1.4, 49-31-4, 49-31-12, 49-31-12.2 and 49-31-12.4, and the order in Docket No. TC93-108.

16. All of the price changes, including the price ceilings, reflected in paragraphs 13 through 15 of this Stipulation, will be reflected in tariffs filed within thirty days of the Commission's order approving the Stipulation. The prices and price ceilings can be changed only as provided for in this Stipulation, and after notice to the Commission and to the public as required by statute.

17. U S WEST agrees to an aggressive program of investment in network infrastructure. The specifics of this plan are included as Attachment A to this Stipulation.

18. The Parties agree, except as provided for below, that this price regulation plan should remain in effect until such time as the Parties shall mutually agree to its termination, revision or amendment. Either U S WEST or the Staff may unilaterally terminate this price regulation plan if any authority of the Commission necessary for the effective administration of this Stipulation are preempted by federal legislation or federal regulatory order or rule; or by any order

of the Commission that substantially alters the pricing flexibility provided for in this Stipulation. U S WEST and the Staff also agree that this price regulation plan is affected by the sale of exchanges by U S WEST to multiple buyers (Docket No. TC94-122). The prices and price ceilings proposed in this plan will apply initially only to those exchanges which are not a part of the sale of exchanges. Thereafter, at the conclusion of the sale process, including the order of this Commission, the approvals of the Federal Communications Commission, and any appeals therefrom, the plan and implementing tariffs shall then prospectively apply to any exchange not approved for sale. The Parties anticipate that the effective date of the implementing tariffs for the exchanges not a part of the sale will be no later than October 1, 1995.

19. Notwithstanding any price ceilings stated in this Stipulation and as approved by Commission order, the Commission, on its own motion, or U S WEST by application, may seek to investigate and adjust applicable price ceilings for substantial cost impacts caused by a change in taxes or other governmental actions beyond the control of U S WEST, a change in business scope, or any event or series of events which cause the fully allocated cost studies, either relied on in this docket or in

general, to be of little or no value for establishing price ceilings.

20. In support of the implementation and operation of the plan the following reports will be filed by U S WEST with the Commission:

a. Annually:

1. Output from the Cost Accounting Allocation (CAAS) financial results per agreement in Docket Nos. F-3848, F-3849 and F-3850.
2. ARMIS Joint Cost Report (FCC Report 43-03).
3. Telephone square miles served.

b. Quarterly:

1. ARMIS Quarterly Report (FCC Report 43-01).
2. Access Line data by central office (currently MR-7).
3. Telephone Plant Under Construction (currently MR-2C).

c. Monthly:

1. Income Statement (from the total state ledger (unadjusted) currently the MR-1).
2. Summary of Operating Revenues (currently the MR-4).
3. Summary of Operating Expenses (currently the MR-5).
4. Minutes and Message data (currently the MA-9).

5. Depreciation Reserve Analysis (currently the MA-16).
6. Construction Expenditures (currently the MR-121).
7. South Dakota based employee count by management and craft.

GENERAL PROVISIONS

21. The Parties agree that the price regulation plan outlined in this Stipulation is just and reasonable. It balances the need for affordable and efficient service, U S WEST's need for pricing flexibility to meet the rapid changes in technology and competition, and it recognizes the Commission's need for cost of service scrutiny of any established ceiling.

22. The price ceiling, which is the maximum price level employed within this plan and upper limit to any U S WEST discretionary pricing decisions (subject to modifying and controlling the terms of this settlement), is calculated based upon cost of service review and Commission cost of service precedent. The price ceiling is directly comparable to a cost of service/rate of return/rate base-determined rate. The direct ratepayer effect of this plan will therefore be a benefit, when prices are below the ceiling, of having the prices flexed below those determined by strict cost of service guidelines.

23. The Parties acknowledge and agree that this Stipulation is a compromise of the positions which would be asserted if the matter is litigated. Accordingly, evidence of conduct or statements made in negotiations and discussions in connection with this Stipulation shall not be admissible in any proceeding.

24. This Stipulation shall not become effective and shall be of no force and effect until the Commission issues a final order accepting and approving this Stipulation.

25. The Parties have entered into this Stipulation as an integrated document and urge the Commission to adopt it in its entirety. Accordingly, in the event any part or all of this Stipulation is modified or rejected by the Commission, each party reserves the right, upon written notice to the Commission and all other parties within five (5) days of the effective date of the final written Commission order, to withdraw from this Stipulation without being bound by its terms in this or any other proceeding. Any party that elects to withdraw shall be entitled to proceed with all its rights, claims and defenses, and shall not otherwise be prejudiced by the terms of this Stipulation.

26. The Parties agree that this Stipulation establishes no precedent.

27. It is understood that Staff enters into this Stipulation for the benefit of U S WEST's South Dakota telecommunications customers,

28. The Parties submit this Stipulation and request that the Commission issue its decision accepting this Stipulation without modification.

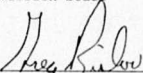
DATED this 12th day of June, 1995.

U S WEST Communications, Inc.

by 

its 

Commission Staff

by 

its Digital - Fixed Utilities P.S.

SOUTH DAKOTA INVESTMENT PLAN**A. CLASS**

Current plans provide for CLASS to Sioux Falls, Rapid City and their remote offices that are not a part of the Exchange Sale. This plan provides for the expansion of CLASS to all remaining USWC exchanges in South Dakota over two years.

B. SINGLE PARTY SERVICE

This plan contemplates a complete elimination of all multiparty service in the 5-year period from 1996 to 2000. This will involve the elimination of approximately 1,250 multiparty lines in 35 exchanges.

C. SOUTH DAKOTA INFRASTRUCTURE PLAN**1. Infrastructure Development**

To meet South Dakota's need for applications development for the information highway, numerous technologies need to be deployed and expanded. Therefore, U S WEST plans to develop services encompassing traditional transport services to added value or enhanced services that will provide end-users access to the full promise of the information highway.

U S WEST currently provides many transport services, ranging from facilities-based solutions, dedicated private lines to finished transport services. Upon expanded deployment, South Dakota is poised to take advantage of the following U S WEST services and technologies:

- ATM Cell Relay Switches
- Frame Relay Service
- Commercial Video Service
- Transparent LAN Service (TLS)
- Switched Voice Services
- Special Metallic Access System
- Digital Access and Crossconnect System (DACS)
- Synchronous Optical Network (SONET) Multiplexing
- Local Fiber Distribution
- Remote Switch Module (RSM)

This proposal will expand the availability of many of these services and include new services that will usher in multimedia communications including integration of data, text graphics, video and voice.

2. Systems Required

Additional SMAS points are needed to provide fast and accurate trouble detection and isolation. U S WEST can provide superior service by exhibiting our commitment to repairing circuits and assuring limited down time. The State is an extremely sophisticated customer and demands full disclosure and immediate correction of trouble occurrences. SMAS points strategically located in our network will allow us to comply with their request.

DACS provide an efficient method for changing and rearranging network designs. State government needs change constantly. U S WEST needs to be capable of adopting and accommodating these changes. DACS provide for flexible network designs to satisfy the needs of the state. Strategically located DACS will allow for quick rearrangements the state can remotely administer themselves.

SONET MUXES can be utilized to expand the capacity of the current fiber optic infrastructure. SONET will allow us to increase the bandwidth in our network without burying more fiber lines. As the needs of the customers in South Dakota grow so will the requirements for larger networks. Increasing the amount of SONET equipment will help U S WEST adjust for these needs more economically.

FRAME RELAY SERVICE is a fast packet data connectivity service that is the preferred method for connection to the Internet. Multiple entities in South Dakota are requesting Frame Relay Service for their Internet connection business. Additionally, other businesses in the State like the financial industry are utilizing frame relay in other parts of U S WEST. Frame Relay is an ideal method for lower bandwidth Wide Area Networks (WANS). It is also ideal for emulating private line service.

ATM is the method for networks that are required to provide bandwidth for a combination of voice, data and video. Adding ATM to the network infrastructure will provide an efficient method of establishing a single network that will handle all of the customers' requirements for information distribution. The State of South Dakota currently uses a dedicated DS3 backbone for their voice, data and compressed video services. Non-dedicated switched networks are evolving and provide more efficient service for these types of customers. The State of South Dakota wants to move to this type of more efficient network. The State of South Dakota is also interested in utilizing ATM as the method for distribution of the South Dakota Public Broadcasting Network. Transmitting television signals throughout the state using a U S WEST ATM network would provide them considerable savings in maintenance and

equipment charges. The network could be sized to accommodate all of their voice, data, compressed video and television video and be provided by one source, U S WEST.

Fiber Optic Facilities are required in the local loop of the network also. U S WEST must add to the existing fiber optic infrastructure in the local exchanges. Bandwidth requirements are and will continue to increase in demand from all of our customers. Services such as Transparent LAN Service (TLS) require the high bandwidth across the exchange that only fiber optic cable is capable of transporting. The state of South Dakota has asked U S WEST for design plans for TLS systems in Aberdeen, Rapid City, Sioux Falls and Yankton. These systems would require a large amount of fiber optic cable in these exchanges. The majority of the fiber required would be usable by other customers also. Fiber optic systems in the local loop would also be required to deliver higher order services like ATM to the state's locations.

Remote Switching Modules are required in the Mitchell and Redfield exchanges. These exchanges are currently served by Ericsson central offices. The Ericsson CO's cannot provide many of the Centrex Plus features the State wants. The Ericsson switches can remain in the exchanges and would continue to provide basic telephone service for the majority of the customers. Advanced services like ISDN could be provided by the RSMs. The necessary Centrex Plus service could provide the State and other customers service from the RSMs. Providing these exchanges with RSM technology would also provide the State an ubiquitous 5E platform for Centrex Plus. All of the Centrex Plus systems under contract by the State are currently networked via a series of tie lines. This service will migrate to Primary Rate Interface tie lines in 1995. The RSMs are necessary in Mitchell and Redfield to provide this interface for their Centrex Plus systems.

SMAS

Special Metallic Access Systems (SMAS) provides access points in the network for remote monitoring and testing. These services are located in the central offices and provide information needed to test circuits to ensure the quality of service required. SMAS points are required to provide service assurance for all customers of U S WEST. Our customers are establishing point to point Analog and 56kb networks in South Dakota. They look to U S WEST to provide consistent quality service with little or no down time. When trouble is detected, they demand that U S WEST provide accurate and up to date information on restoral time and details of the problems. Installing additional SMAS points will provide us the capability for faster trouble shooting

and more detailed reporting of trouble occurrences. SMAS points are required for these central offices:

- Madison
- Spearfish
- Vermillion

DACS

Digital Access and Crossconnect System (DACS) equipment is designed to provide intelligent mixing of digital services. DACS provides the ability to change the routing paths of dedicated circuits as required by customer request or in the event of disasters. The service can be preprogrammed to allow redirection of circuits so that digital circuits can be redirected to back up centers in the event of failures or damage to the host sites. DACS provides the customers the ability to redirect their circuits via software programming they can direct from their own terminals. DACS is used by customers to efficiently program digital services to the locations needed as directed by their business requirements. A single line from a host can be redirected to multiple locations. This design reduces the need for direct lines between the host and all sites constantly if only one site needs to be connected to the host at one time.

DACS also provide remote testing capabilities for digital services, DS1 and above. Remote testing assists in faster response times during service interruptions and allows circuit segments to be isolated during trouble resolution.

DACS also allows U S WEST the capability to use the cross connecting ability in the design of our internal network. All customers of digital services are prospective users of DACS equipment. Additional DACS are needed in the following host central offices:

- | | |
|--------------|-------------|
| • Huron | • Watertown |
| • Rapid City | • Yankton |

SONET MUXES

Synchronous Optical Network (SONET) Multiplexing is special fiber optic terminating equipment that provides the ability to increase the capacity of fiber optic strands. Typically the existing termination equipment provides the

capacity of up to 560 Mbps. The more sophisticated SONET equipment can increase the capacity of the fiber optics from OC-3 up to OC-48 (2.4 Gigabits) and into the Gigabit range of services. Additionally, SONET MUXES will provide the ability for drop and insert technology. This means that a customer with multiple sites can purchase DS3 service to connect the sites and drop off individual DS1s at the sites where they are needed. SONET design also includes the self healing capability for the network to redirect itself around trouble spots and provide near 100% up time for the network. The SONET technology would be used throughout the network in South Dakota for U S WEST's backbone. All U S WEST customers in South Dakota would benefit from this technology. Additional SONET Muxes are needed in the following central offices:

- | | |
|---------------|--------------|
| • Aberdeen | • Vermillion |
| • Huron | • Yankton |
| • Sioux Falls | |

FRAME RELAY SERVICE

Frame Relay Service employs "fast packet" technology with access speeds of 56kbps, 64 kbps and 1.544Mbps to provide a high speed connection-oriented data transfer service. "Fast Packet" technology may be classified as having two types of packets: cells and frames. A cell is defined as a fixed size packet (53 octets), whereas frames may vary in packet size. Frame Relay is a frame-oriented packet technology that supports variable frame sizes to cost effectively support bursty applications (e.g., Local Area Network (LAN) interconnection and file transfers), which contain both variable and bandwidth requirements and low delay requirements. The frame relay protocol contains less overhead than the widely available X.25 protocol, translating into reduced processing requirements for the network nodes, hence, less transit delay and increased throughput. Frame Relay utilizes Permanent Virtual Circuits (PVCs) to establish logical connections between customer locations to provide higher access speeds and less delay than traditional packet-switch technologies. In lieu of multiple physical dedicated lines, multiple logical connections may be established on a single FRS Access Link to provide simultaneous logical connections between customer Network interfaces. These multiple logical connections increase the customer's flexibility for data transfer applications. On presubscribed logical connections, variable length frames are relayed between, the FRS customer's source and destination locations, utilizing the FRS Access Link's bandwidth only as needed.

- | | |
|--------------|--------------|
| • Aberdeen | • Vermillion |
| • Mitchell | • Watertown |
| • Pierre | • Yankton |
| • Rapid City | • Huron |

ATM

Asynchronous Transfer Mode is a cell relay service that can incorporate voice data and video signals into one transport method. The signals are placed in cells of digital information and rapidly transported through the network to the address included in the header of the cell. ATM is the method for combining all three services into a non-dedicated transport service. Currently if customers need high bandwidth for constant transmission of signals (like video) they are required to subscribe to dedicated point to point services. Video and voice are constant bit rate services that cannot tolerate delay of signal. Data transmission can tolerate some delay because the equipment can buffer the transmissions and present the signal as a constant transmission. High bandwidth is required for transmission of large files in the data and video environment. ATM is the network technology that can accommodate the transport of all three types of information and not require dedicated circuits for all three services. ATM establishes the paths for the transport as needed and can dynamically allocate the required bandwidth at the time of transmission. This allows the customer to subscribe to one transmission service instead of dedicating services for each need. ATM switches are required in these locations:

- | | |
|--------------|---------------|
| • Aberdeen | • Sioux Falls |
| • Huron | • Vermillion |
| • Mitchell | • Volga |
| • Pierre | • Watertown |
| • Rapid City | • Yankton |

LOCAL FIBER DISTRIBUTION

Fiber optic rings are sophisticated loops deployed in exchanges that are designed to counter rotate so information is transmitted in both directions. When the information is received the equipment determines the best transmission and accepts it. This service provides a guarantee that information will reach its destination even in the event of a cable cut or equipment failure on one route. Customers provided service via this method are assured of near 100% up time on their networks. This is critical for customers depending on our service for their operations. Customers that rely on their network for their business, like telephones sales, public emergency centers, data processing centers, etc., need reliable networks. Fiber rings in the local loop are required to provide this type of service. Existing fiber optic facilities must be expanded to provide for the future requirements of fiber optic rings. Transparent LAN Service and ATM. Additional local fiber distribution is required in these cities:

- | | |
|--------------|--------------|
| • Aberdeen | • Vermillion |
| • Rapid City | • Watertown |

- Sioux Falls

- Yankton

RSM

A Remote Switch Module (RSM) is an attachment to a central office connected over distance to extend the capabilities of the central office to another location like a different city. An RSM can be used to economically provide advanced services to additional cities without completely replacing the central office. The RSM does not need to be engineered to provide service for the entire exchange. The RSM is sized to provide advanced services to the customers that require them. Services such as ISDN can be delivered to a smaller group of customers.

RSMs are needed in these locations.

- Mitchell
- Redfield

INTERNET SERVICE

Internet Service is a data communications and information service that provides capabilities for regional internetworking of various computers, utilizing industry standard LAN/WAN protocols (viz. IP, IPX) for the purposes of both intra-enterprise and inter-enterprise communications and networking. INTERNET delivers a suite of services that allows its customer to be able to:

- gain access to various repositories of information (local/regional/global)
- facilitates the delivery and exchange of information
- conduct business with each other electronically
- communicate electronically.

Internet Service delivers a full range of connectivity to the INTERNET, a network of networks reaching more than 11,000 networks (connecting over 3.2 million servers) and 22 million users, thereby allowing INTERNET customers to reach beyond any particular local serving area.

Customers connecting to the INTERNET come from virtually all segments of the market. Our service, Interact's INTERNET Service, is targeted, however, at the professional member of a community of interest who needs an easy to use managed service. Making information available that is appropriate for users' needs is key and unique to our service offering. Filtering and managing appropriate content for K-12 customers, for example, is key to their adoption of our service. Through the development of this platform, we have been able to create this type of managed service.

This plan contemplates providing local dial-up access to INTERNET at all USWC exchanges.

D. DISTANCE LEARNING PROPOSAL

This proposal provides three of the necessary components for Distance Learning applications: desktop video equipment, which can be used for video conferencing and information services access (this part of the proposal may be modified based on discussions with various state agencies, including the Bureau of Information Technology); a discount on State Telecommunications Services which can be passed along to educational entities for network connections; and a grant for a Teacher Network that will help in funding training for use of technology.

Switched Interactive Video:

This part of the proposal provides a desktop video system to each of the public schools in U S WEST served territory in South Dakota. The service would be comprised of a Microsoft Windows based PC and a PictureTel PCS 100 desktop video system. The service would utilize U S WEST ISDN service. We would include a 16-port video bridge also manufactured by PictureTel.

The PC would be acquired to provide the platform for the interactive video service. The PCS 100 operates as an additional card in the PC and integrates two ISDN B channels to provide 128 Kbps of bandwidth. The PCS 100 conforms to the national standard H.320 for video conferencing and is compatible with all other standards compliant digitally compressed video equipment. It can also be used for other PC-based applications that use a Windows operating system.

The PCS 100 system includes a Flip cam dual purpose camera, video board, an audio board, a full duplex speakerphone, a camera stand, cables, conference control and information sharing software and documentation. The system includes additional video ports and can be used with standard NTSC equipment.

In addition to the PCS 100, a 16-port video bridge is included to provide the ability to connect more than two systems on the same video call. The bridge would be the central point that users would dial in order to connect to multipoint sessions.

The PCS 100 and ISDN is an excellent low cost method to provide interactive video for distance learning.

Master Service Agreement:

Currently under development is a Master Service Agreement between U S WEST and the State of South Dakota. The service agreement would provide a discount

for all services purchased by the State from U S WEST. The State could then act as a purchasing agent for schools and use the discount to help defray the cost to the schools of their network connections. Currently the State of South Dakota is responsible for approximately \$5,000,000.00 in annual billed revenue. A 5 to 7 percent discount is anticipated.

Foundation Assistance for Training:

The U S WEST Foundation, in aligning more closely with U S WEST's overall mission, is focusing on providing grants using telecommunications technology to connect people.

A three-year grant in the range of \$300,000-\$350,000 from the U S WEST Foundation would allow school districts and teachers within the South Dakota U S WEST serving territory access to a wide variety of local, regional and world-wide telecommunication possibilities. This would replicate a grant to provide laptop computers and technology training for over 300 Colorado teachers recently awarded by the U S WEST Foundation to the University of Colorado. Through collaborative efforts with Dakota State University in Madison, known for its computer technology expertise, and the State of South Dakota Bureau of Information and Technology in Pierre, a low-cost, locally-controlled and integrative telecommunications system with training, equipment and technological back-up would be established.

During the first year of the project, Dakota State University would establish a U S WEST Center for Instructional Technology within the Business and Education Institute. This center would continue to draw upon faculty expertise in Computer Science, Information systems and the School of Education to develop summer workshops, conduct training sessions, host seminars and promote the utilization of instructional technology in K-12 schools - all focused on telecommunications technology in education. A training package for teachers and administrators would be developed to provide education and training in the use of telecommunications technology, with college credit being given to training participants.

U S WEST served school districts in close proximity to Madison would be selected the first year to participate in this project. Each district would be provided with a computer, and multimedia connectivity as an incentive to participate. Those districts would demonstrate and implement a plan to expand this educational opportunity to other teachers and administrators in their districts. Additional districts would be selected in year two and, in year three, all U S WEST served districts would participate.

Partnerships would also be formed with Black Hills State University and the University of South Dakota in order that preservice teachers and inservice teachers receive the technology training in an equitable and cost-effective manner. Dakota State University will work closely with DECA, the South Dakota National Science Foundation Systemic Initiative and the School Modernization Project.

An "education computer network" that supports Internet access, World-Wide-Web access, electronic mail, local list serve functions and exchange of administrative reports and information would be established. Connection to this resource will be provided in conjunction with the state's digital network.

E. Time Frame for Capital Deployment

	Capital Deployment	
	Begin	End
1. CLASS	1996	1997
2. Single Party Service	1996	2000
3. South Dakota Infrastructure Plan		
SMAS (Special Metallic Access Systems)	1996	1998
DACS (Digital Access & Cross Connect System)	1996	1999
SONET Multiplexers	1996	1998
Frame Relay	1996	1997
ATM Switches	1996	1997
Local Fiber Distribution	1996	1999
RSM (Remote Switch Modules)	1996	1997
Internet Service	1995	1996
4. Distance Learning	1996	1996

Note: The detailed sequence of deployment for these individual enhancements will be developed mutually with the customer (in most cases, the State of South Dakota).

TC97-016
TC97-049

PA/BR/AB CR/SW
DJ

W. Carson Bourke

DOCKET NO.

TC97-016
TC97-049

The Matter of
IN THE MATTER OF THE
INVESTIGATION OF U S WEST'S
SERVICE QUALITY PERFORMANCE

AND

IN THE MATTER OF THE FILING BY U
S WEST COMMUNICATIONS, INC. FOR
REVISIONS TO ITS EXCHANGE AND
NETWORK SERVICES TARIFF AND
EXCHANGE AND NETWORK
SERVICES CATALOG

Public Utilities Commission of the State of South Dakota

These two dockets were consolidated by Order Consolidating Dockets on 6/13/97

DATE

MEMORANDA

- 7/7/97 Order for and Notice of Hearing, Notice of Consideration of the Rate *Consolidation*
- 7/8/97 Expedited meeting Non-Resident Attorney (William P. Heston),
- 7/11/97 Additional Information to Exhibit A to Order for and Notice of Hearing,
- 7/14/97 Notice of Filing by US West of Late Filed Exhibits;
- 7/15/97 Confidentiality Agreement;
- 7/31/97 Notice of Filing by C. Tadese Heston of Late Filed Exhibits;
- 7/31/97 Transcript of Hearing held on 7/12/97,
- 8/1/97 US West Exhibits 14 and 15;
- 8/4/97 US West Report Findings of Fact and Conclusions of Law,
- 8/15/97 *Amended*
- 8/29/97 Findings of Fact and Conclusions of Law and Order of the Board, *Revising Notice & Entry of Order*
- 8/29/97 Docket Closed

WILLIAM P HEASTON
SENIOR ATTORNEY
U S WEST COMMUNICATIONS, INC.
1801 CALIFORNIA SUITE 5100
DENVER CO 80202

JOHN S LOVALD
ATTORNEY AT LAW
OLINGER LOVALD ROBBENOLT MCCAHERN
PO BOX 66
PIERRE SD 57501-0066

COLLEEN E SEVOLD
MANAGER-REGULATORY AFFAIRS
U S WEST COMMUNICATIONS, INC.
125 SOUTH DAKOTA AVENUE 8TH FLOOR
SIOUX FALLS SD 57194

DAVID A GERDES
ATTORNEY AT LAW
MAY, ADAM, GERDES & THOMPSON LLP
PO BOX 160
PIERRE SD 57501-0160

TAMARA A WILKA
ATTORNEY AT LAW
BOYCE MURPHY MCDOWELL & GREENFIELD
PO BOX 5015
SIOUX FALLS SD 57117-5015

Envelopes for TC 97-0164 TC 97-049.

125 South Dakota Avenue, 8th Floor
Sioux Falls, South Dakota 57194

USWEST
COMMUNICATIONS 

June 23, 1997

RECEIVED

JUN 25 1997

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Mr. William Bullard, Executive Director
Public Utilities Commission
State Capitol Building
Pierre, South Dakota 57501

RE: Docket TC97-016 Data Request

Dear Mr. Bullard:

In preparation for the hearing on this docket, U S WEST requests the following information be provided to them from Commission staff:

1. A listing of all complaints/contacts regarding U S WEST for both 1995 and 1996 by name and phone number
2. Description of the complaint/contact
3. Indicate how each complaint/contact was categorized to prepare Exhibits E, 1 and 2 in Laniece Healy's testimony in above docket

Please send above information as soon as possible to me at 125 South Dakota Avenue, 8th Floor, Sioux Falls, SD 57194.

Sincerely,



Colleen E. Sevold
Manager-Regulatory Affairs

U S WEST, Inc.
1801 California Street, Suite 5100
Denver, Colorado 80202
303 672-2810
Facsimile 303 295-7069

William P. Heaton
Senior Attorney

U S WEST

FAX Received JUL 01 1997

June 30, 1997

Mr. William Bullard
Executive Director
South Dakota Public Utilities Commission
500 East Capitol Avenue
Pierre, SD 57501

RECEIVED
JUL 02 1997
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

RE: Identification of Additional Witnesses - TC97-016

Dear Mr. Bullard,

At the recess of hearings in this docket on June 12, 1997, the procedure established included the identification of outstanding issues and the U S WEST witnesses that would address those issues at the resumption of the hearings. The transcript of the June 12 hearings became available on June 24, and the draft list of issues and witnesses are submitted for Commission review.

The following issues will be addressed by the indicated witnesses when the hearing resumes:

1. The number of U S WEST facilities, outside of central offices, that have battery power back up. Witness: Dan Neilson.
2. Processes used to log customer complaints and to track actions taken. Witness: Susan McKown.
3. Processes used to record customer contacts for service and methods used to identify service representative. Witness: Carol Spry.
4. Processes used to identify and maintain cable facilities and plan for cable replacement. Witness: Dan Neilson.
5. ARMIS service results reports audits and results of those audits. Witness: Carol Spry.

Mr. William Bullard
June 30, 1997
Page Two

6. Explanation of cable shortage in 1995. Witness: Dan Neilson.
7. Cost of ISDN loop conditioning and an explanation of the process used to determine cost. Witness: Dan Neilson.
8. Processes and operation of complaint management by the executive office. Witness: Susan McKown.

The following additional issues raised by the Commission have been identified from notes and the transcript and will be addressed through the filing of exhibits:

1. The dollar amount paid out (or credited) for installation commitments missed.
2. The dollar amount paid out (or credited) for repair commitments missed.
3. Break out of specials by category and list the percent commitments missed by category.
4. Identify and list the U S WEST internal service objectives relevant to this proceeding.
5. Internal record of South Dakota complaints.

It is U S WEST's understanding that the Commission will review this list and will communicate and changes to U S WEST in time for U S WEST to prepare its responses before resumption of the hearings. If there are any questions, please contact me or Jon Lehner.

Sincerely,

William P. Heaston by 1146
William P. Heaston, Esq.

WPH/bja

cc: Cindy Pierson (for distribution)
John Lovald
Robert Sahr

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA**

IN THE MATTER OF THE INVESTIGATION OF) U S WEST COMMUNICATIONS, INC. SERVICE) QUALITY PERFORMANCE))	ORDER FOR AND NOTICE OF HEARING; NOTICE OF CONSIDERATION OF EX PARTE COMMUNICATION TC97-016
IN THE MATTER OF THE FILING BY U S WEST) COMMUNICATIONS, INC. FOR REVISIONS TO) ITS EXCHANGE AND NETWORK SERVICES) TARIFF AND EXCHANGE AND NETWORK) SERVICES CATALOG)	TC97-049

On February 20, 1997, the Public Utilities Commission (Commission) opened docket TC97-016 to review U S WEST's service quality performance pursuant to the Commission's Order Approving Stipulation and Addendum in Docket TC94-121. In that docket, the Commission approved a rate increase for residential and business basic local exchange service. The Commission further decided that a proposed second increase may be implemented at the end of 18 months from the first increase depending on U S WEST's service quality performance. The Commission directed the Commission staff to review U S WEST's service quality performance at the end of 12 months following the effective date of the increase. The Commission set an intervention deadline of March 7, 1997, for this docket. MCI Telecommunications Corporation (MCI) and AT&T Communications of the Midwest, Inc. (AT&T) filed timely Petitions to Intervene. By Order dated April 28, 1997, the Commission granted both Petitions to Intervene.

On April 30, 1997, the Commission received a filing by U S WEST that reflects the second phase of increase which is docket TC97-049. On June 3, 1997, at a duly noticed meeting, the Commission decided to consolidate dockets TC97-016 and TC97-049.

On May 20, 1997, the Commission issued its Amended Order and Notice of Procedural Schedule and Hearing in docket TC97-016 scheduling a hearing for June 12-13, 1997. The hearing was commenced as scheduled. The Commission continued the hearing so that the parties and the Commission could identify any outstanding issues once the June 12, 1997, transcript became available. The procedure established by the Commission permitted U S WEST to draft a list of the issues and witnesses it believed were relevant to complete the hearing based upon concerns and questions raised by the Commission during the June 12, 1997, hearing. On July 1, 1997, U S WEST filed a letter setting forth its additional witnesses and the issues to be addressed by those witnesses.

The Commission has jurisdiction in this matter pursuant to SDCL Chapters 1-26, 49-13 and 49-31. The Commission may rely upon any or all of these or other laws of this state in making its determination.

The issue is whether based upon the Commission's investigation of U S WEST's service quality performance from February 12, 1996, to February 11, 1997, a second rate increase, scheduled to be implemented at the end of 18 months from the first increase, may be implemented (in whole or in part), delayed or rejected.

The hearing is an adversary proceeding conducted pursuant to SDCL Chapter 1-26. All parties have the right to attend and represent themselves or be represented by an attorney. However, such rights and other due process rights shall be forfeited if not exercised at the hearing. If you or your representative fail to appear at the time and place set for the hearing, the Final Decision will be based solely on testimony and evidence provided, if any, during the hearing or a Final Decision may be issued by default pursuant to SDCL 1-26-20.

The Commission, after examining the evidence and hearing testimony presented by the parties, shall make Findings of Fact, Conclusions of Law, and a Final Decision. As a result of the hearing the Commission may implement (in whole or in part), delay, or reject the second increase pursuant to its decision in TC94-121. The Final Decision made by the Commission may be appealed by the parties to the Circuit Court and the South Dakota Supreme Court as provided by law.

The Commission finds that the letter dated June 30, 1997, as submitted by U S WEST identifying additional witnesses and issues should be adopted and these matters shall be heard at the hearing.

PLEASE TAKE NOTICE that pursuant to SDCL 1-26-26, the Commission hereby gives notice that the attached Quality of Service Data, marked as Exhibit A, has been received by the Commission. It may be considered by the Commission in these proceedings commencing on July 16, 1997, in LCR-1, State Capitol Building, Pierre, SD, beginning at 8:30 a.m. All parties shall have an opportunity to participate and present witnesses relative to the attachment.

It is therefore

ORDERED that all parties shall be afforded the opportunity to participate in the consideration of Exhibit A by the Commission as provided by SDCL 1-26-26, and it is

FURTHER ORDERED that a hearing shall commence on July 16, 1997, in LCR-1, State Capitol Building, Pierre, SD, beginning at 8:30 a.m., and it is

FURTHER ORDERED, that the letter dated June 30, 1997, as submitted by U S WEST identifying additional witnesses and issues shall be adopted. The letter is hereby incorporated by reference.

Pursuant to the Americans with Disabilities Act, this hearing is being held in a physically accessible location. Please contact the Public Utilities Commission at 1-800-332-1782 at least 48 hours prior to the hearing if you have special needs so arrangements can be made to accommodate you.

Dated at Pierre, South Dakota, this 7th day of July, 1997.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.

By

Date

William T. Bullard, Jr.
7/7/97

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION.
Commissioners Burg, Nelson and
Schoenfelder

William T. Bullard, Jr.
WILLIAM BULLARD, JR.
Executive Director

The National Regulatory Research Institute



1080 Carmack Road
Columbus, Ohio 43210-1002
Phone: 614/292-9404
FAX: 614/292-7196

To: Jim Burg ✓
Pam Nelson
Laska Schoenfelder

From: Ray Lawton *[Signature]*

Date: June 25, 1997

Subject: Quality-of-Service Data For South Dakota

Per your request, two items are submitted for your use. The first is a memo from Mike Clements that should be helpful in your assessment of the trend line for service quality in South Dakota. Mike's memo uses federal ARMIS data. The data cover six ARMIS service quality variables. The big picture is that South Dakota has declined on four of the six measures

The second item was filed in the Ohio Public Utility Commission's price cap proceeding. The part most useful to you may be Chapter Four, which lays out the linked logic of service quality and price caps and why you should have a reasonable expectation that service quality should either remain the same or improve under price caps.

EXHIBIT

A 6

The National Regulatory Research Institute



1080 Carmack Road
Columbus, Ohio 43210-1002

Phone: 614/292-9404
FAX: 614/292-7196

TO: Commissioner Burg and Commissioner Schoenfelder

FROM: Michael Clements

DATE: June 25, 1997

SUBJECT: South Dakota's Price Cap Policy and Service Quality

As South Dakota reviews its price cap policy, two pieces of service quality information may be of interest to you. First, the Federal Communications Commission (FCC) has been collecting service quality information directly from the Regional Bell Holding Companies and other local exchange companies. While this information is quite limited and may not measure quality perfectly (e.g., it excludes billing complaints), it is the only national service quality data publicly available. The attached figures and tables were compiled from the FCC data. Second, the NRRRI recently completed a quality-of-service study of Ohio consumers (Attached). This survey provides an in-depth examination of Ohio consumers' preferences and experiences. As such, the survey identifies the specific service quality attributes that residential and business consumers consider important.

With the telecommunications industry moving away from traditional, rate-based rate-of-return regulation, a number of regulatory commissions and the National Association of Regulatory Utility Commissioners have been focusing on telecommunications service quality. Several state commissions served by Nynex, Ameritech, and US West have been concerned over recent declines in service quality. This concern is well founded. From 1991 to 1995, five of six service quality measures at the national level declined. While not consistent across all states, this aggregate decline justifies a close examination of service quality.

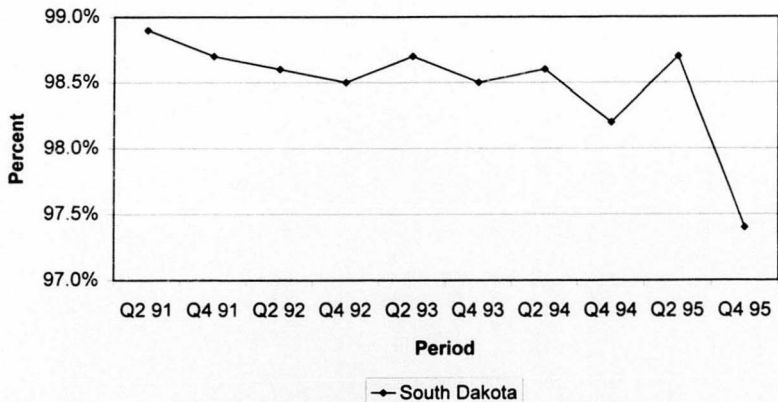
The following discussion identifies several significant points.

- **South Dakota's telecommunications service quality generally declined during the 1991 to 1995 timeframe.** Of the six service quality measures, four illustrate a decline. Lower service quality occurred in total customer commitments met, total repeat trouble reports (i.e., trouble reports remainin_ or reappearing after 30 days), switched downtime, and total customer complaints (figures 3, 9, 11, and 14, respectively). Improved service quality occurred in total trouble reports and trunk blockage (figures 8 and 10, respectively). Similar trends were apparent in the state's ranking among 48 other states (Table 1). As the intervening figures show, no significant difference appears between residential and business consumer quality levels.

- **Recently issued 1996 service quality results exhibit a similar trend.** In 1996, the FCC adopted a yearly, versus quarterly, service quality filing. Thus, the 1996 results are not strictly comparable to the 1991 to 1995 data. However, calculating average quarterly values from the annual data permits some rough comparisons. Compared with the 1991 second quarter, the 1996 results show lower service quality levels in total customer commitments met, total repeat trouble reports, switched downtime, and total customer complaints. Improvements are apparent in total trouble reports and trunk blockage.
- **South Dakota's service quality results closely track US West's aggregate results.** Figures 15 to 28 illustrate South Dakota's and US West's service quality records on the previous measures. As the figures illustrate, the South Dakota and US West results move in tandem. These results are consistent with other studies that identify the holding company as a significant factor influencing state-level activity. That is, the holding company's corporate strategy appears to influence state-level results.
- **Compared to Ohio, South Dakota has a generally lower service quality level.** Recently, the NRRI published an in-depth report identifying the telecommunications service quality preference and experiences of Ohio residential and business consumers. Even though Ohio generally has higher net service quality levels (Table 2), the NRRI survey indicates that a significant number of consumers of Ohio local exchange companies still have significant service quality problems. This suggests that a similar survey done in South Dakota could show that even large proportions of South Dakota consumers would also be concerned about the quality of the telecommunications services that they receive.

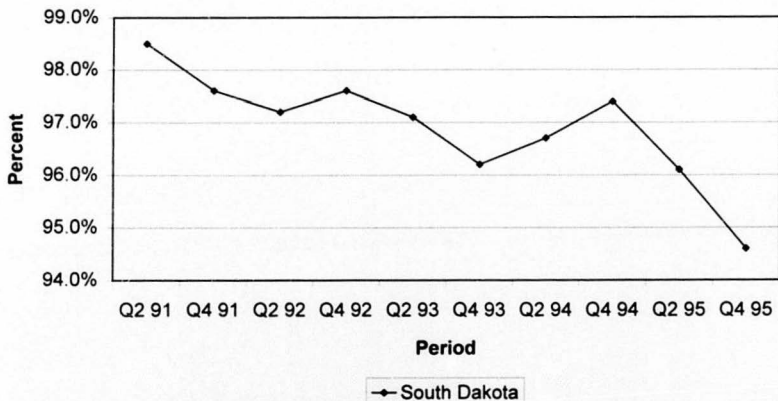
As state commissions increasingly adopt alternative regulatory policies, service quality remains an important consideration. Technology, legislation, and commission action are fostering competition. This newly emerging competition should improve economic efficiency. However, incipient competition has not resolved the present service quality problems. Results from the preceding six year period indicate a general service quality degradation.

**FIGURE 1: Residential Customer
Commitments Met (FCC ARMIS 43-05)**

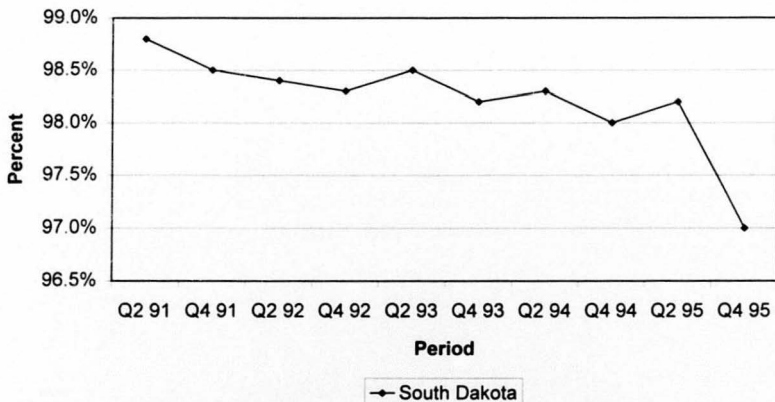


01

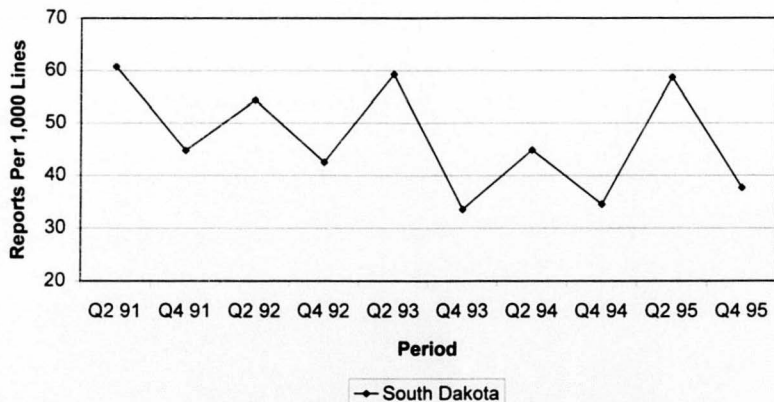
**FIGURE 2: Business Customer
Commitments Met (FCC ARMIS 43-05)**



**FIGURE 3: Total Customer Commitments Met
(FCC ARMIS 43-05)**



**FIGURE 4: Residential Trouble Reports
(FCC ARMIS 43-05)**



**FIGURE 5: Business Trouble Reports
(FCC ARMIS 43-05)**

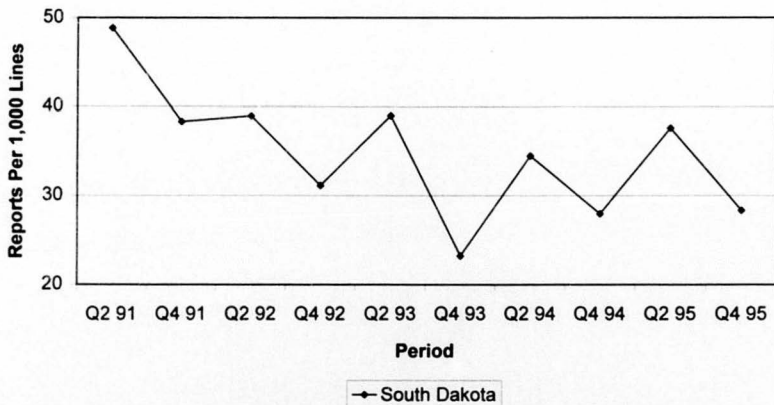
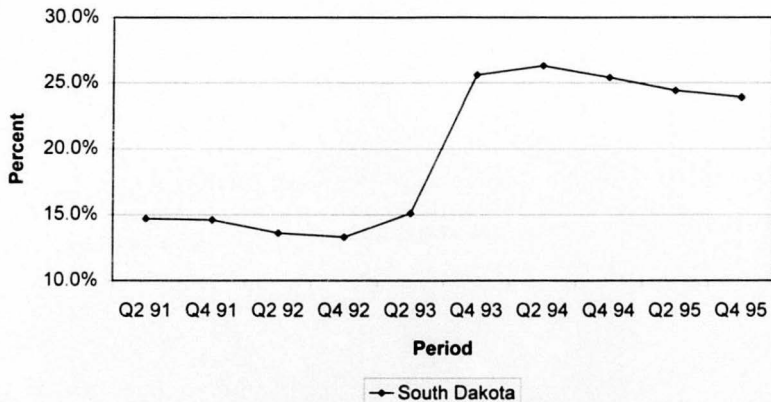
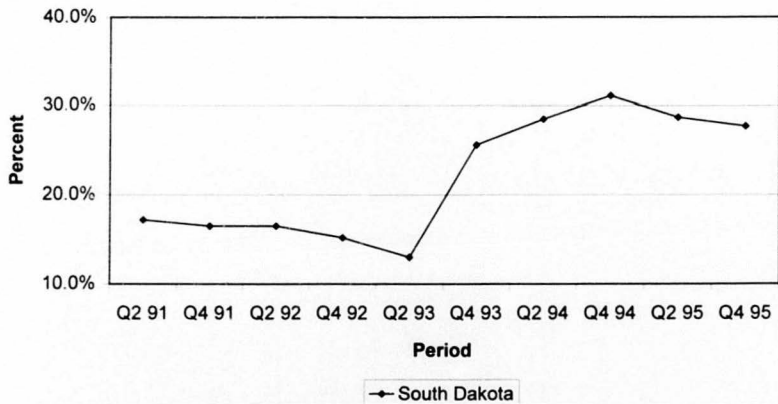


FIGURE 6: Residential Repeat Trouble Reports (FCC ARMIS 43-05)



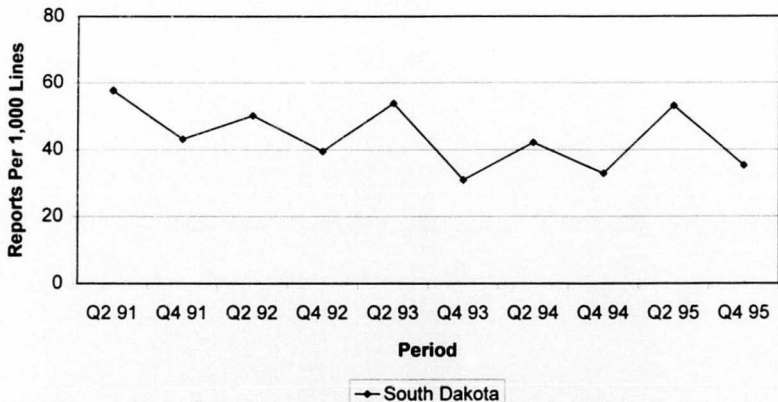
51

**FIGURE 7: Business Repeat Trouble Reports
(FCC ARMIS 43-05)**

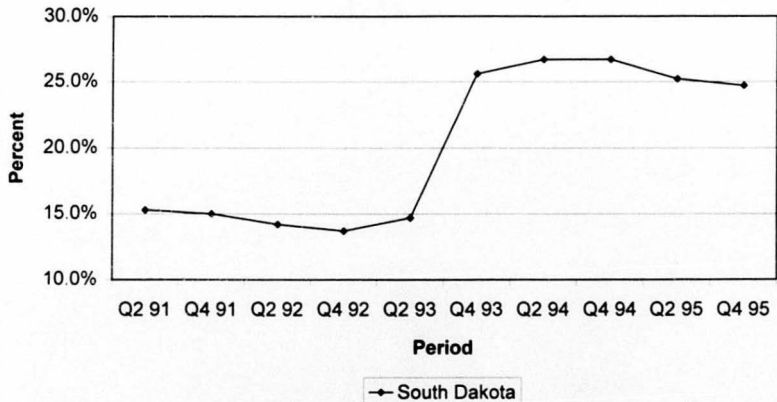


71

**FIGURE 8: Total Trouble Reports
(FCC ARMIS 43-05)**

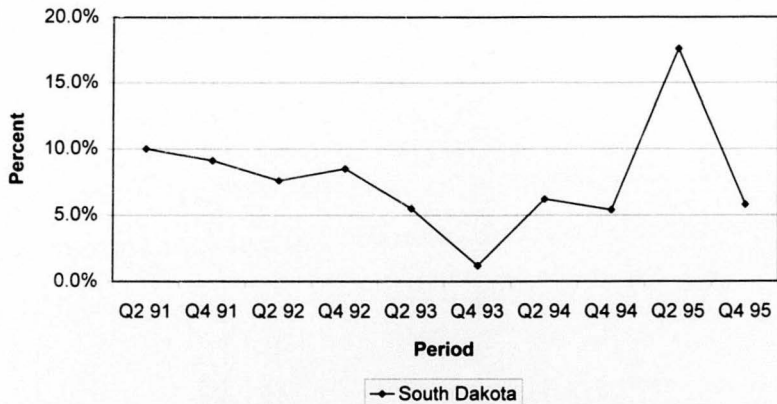


**FIGURE 9: Total Repeat Trouble Reports
(FCC ARMIS 43-05)**

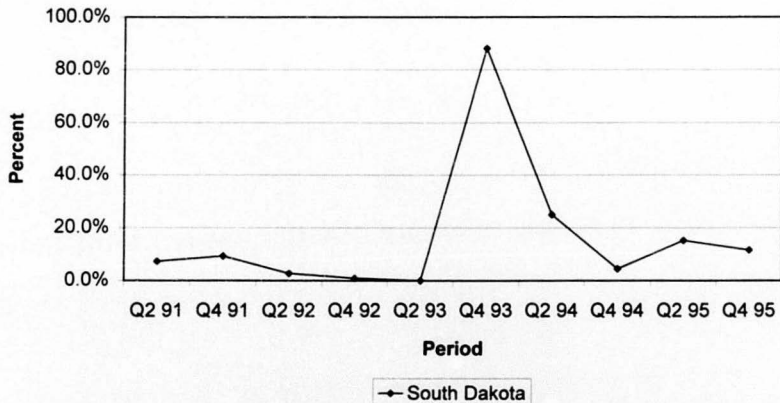


81

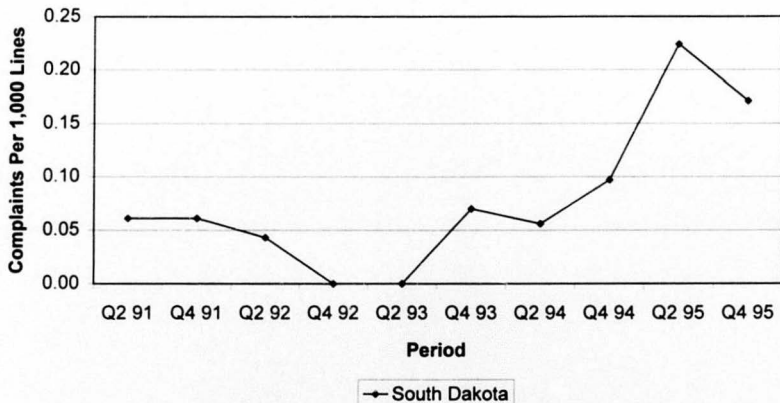
**FIGURE 10: Trunk Blockage - Exceed
Threshold One Month (FCC ARMIS 43-05)**



**FIGURE 11: Switched Downtime
(FCC ARMIS 43-05)**

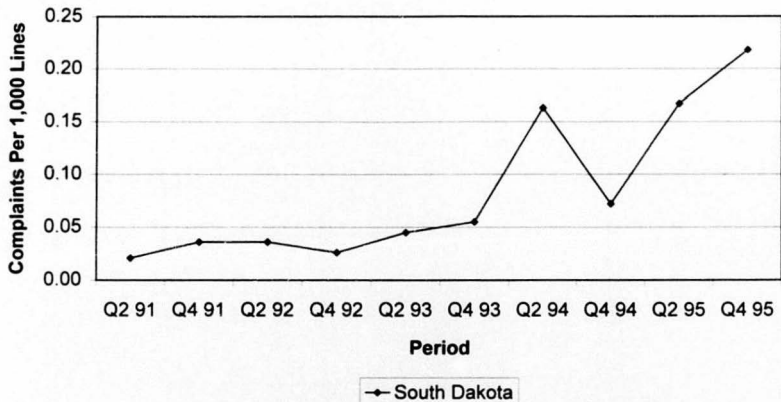


**FIGURE 12: Business Customer Complaints
(FCC ARMIS 43-05)**



18

**FIGURE 13: Residential Customer Complaints
(FCC ARMIS 43-05)**



**FIGURE 14: Total Customer Complaints
(FCC ARMIS 43-05)**

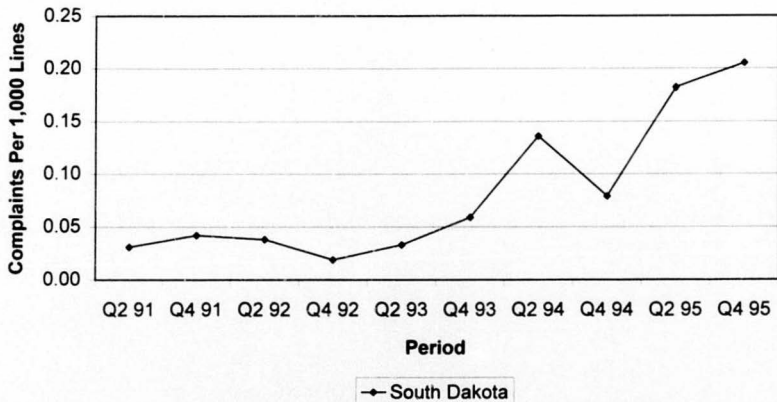


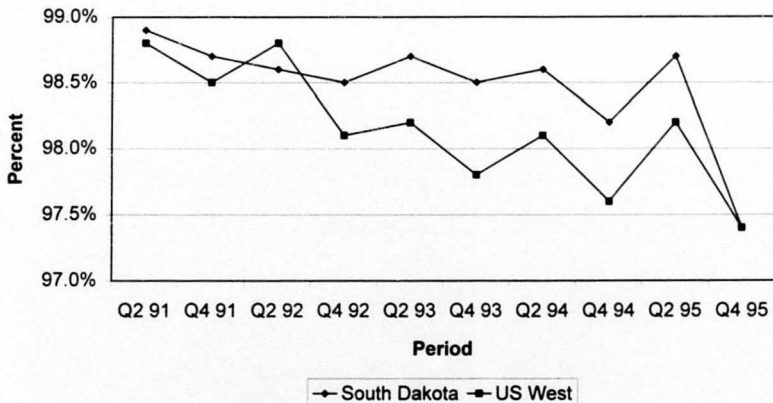
TABLE 1
SOUTH DAKOTA SERVICE QUALITY RANKINGS

Period (Quarter/Year)	Commitments Met	Trouble Reports	Repeat Trouble Reports	Trunk Blockage	Switched Downtime	Complaints
Q2 1991	31	18	32	48	25	28
Q4 1991	30	4	34	48	28	36
Q2 1992	43	8	34	47	7	34
Q4 1992	32	8	27	48	3	21
Q2 1993	33	17	26	42	2	31
Q4 1993	34	3	31	28	48	39
Q2 1994	33	13	34	46	37	43
Q4 1994	31	4	32	45	12	34
Q2 1995	36	25	38	48	35	44
Q4 1995	40	6	29	44	31	39

Scale: 1 Highest, 48 Lowest

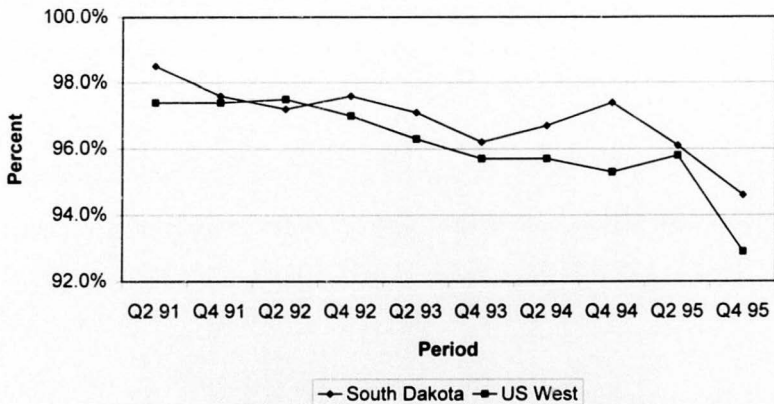
Source: FCC ARMIS 43-05

**FIGURE 15: Residential Customer
Commitments Met (FCC ARMIS 43-05)**

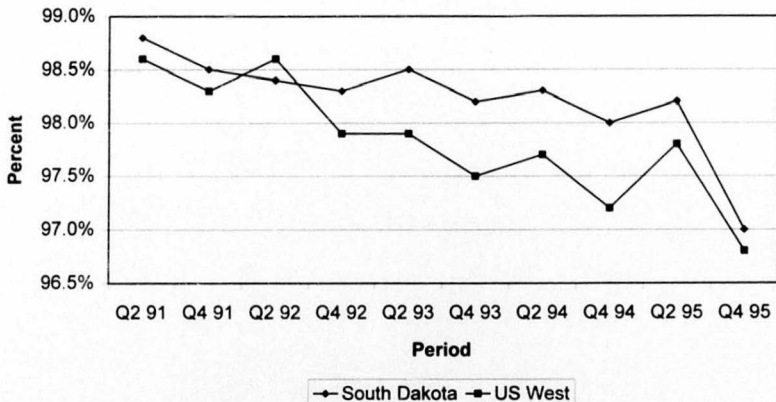


58

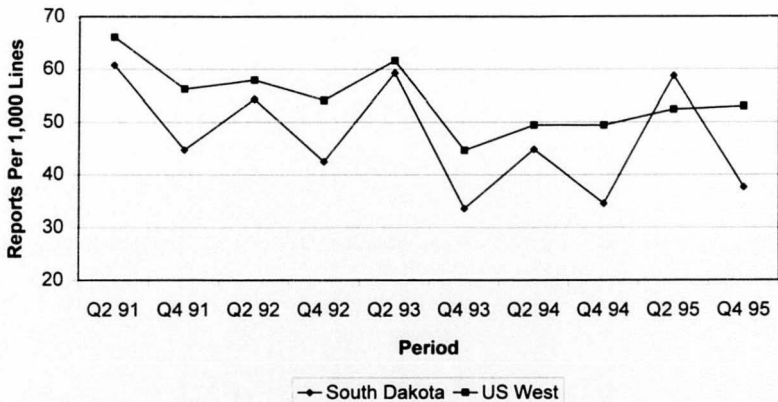
**FIGURE 16: Business Customer
Commitments Met (FCC ARMIS 43-05)**



**FIGURE 17: Total Customer Commitments
Met (FCC ARMIS 43-05)**



**FIGURE 18: Residential Trouble Reports
(FCC ARMIS 43-05)**



**FIGURE 19: Business Trouble Reports
(FCC ARMIS 43-05)**

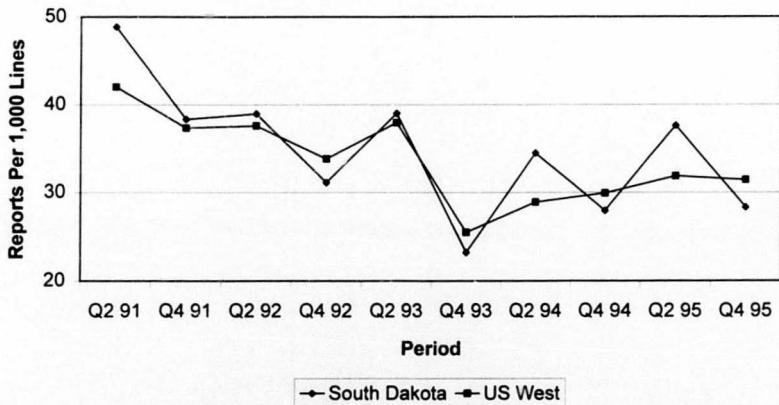
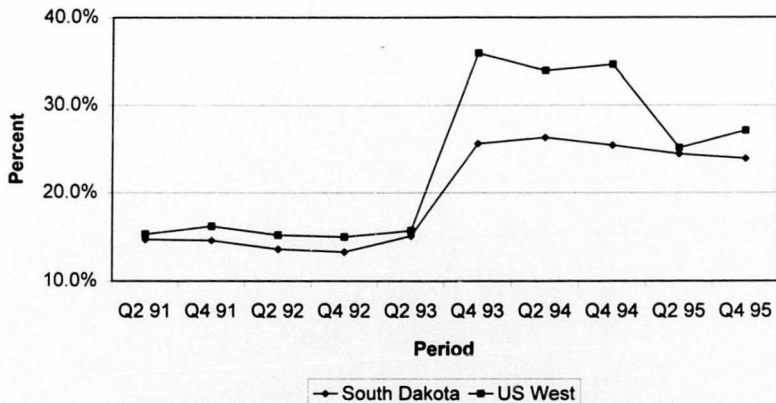
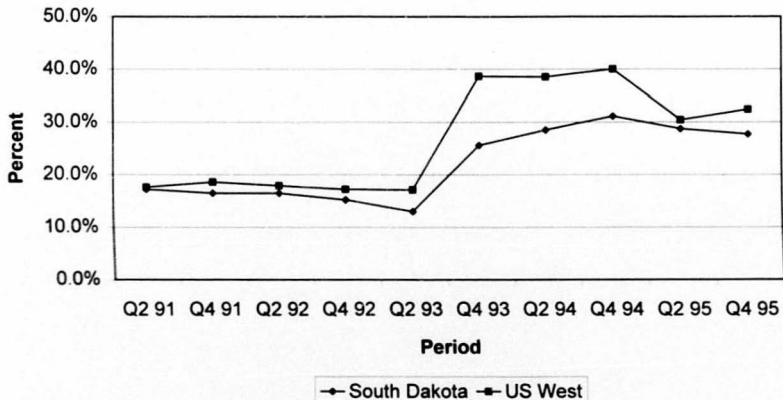


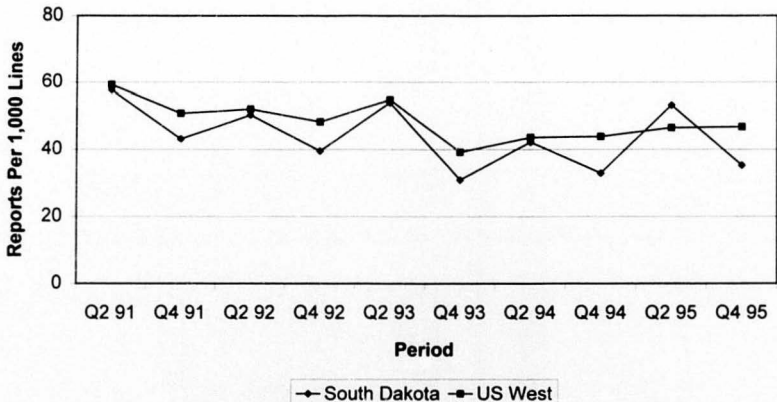
FIGURE 20: Residential Repeat Trouble Reports (FCC ARMIS 43-05)



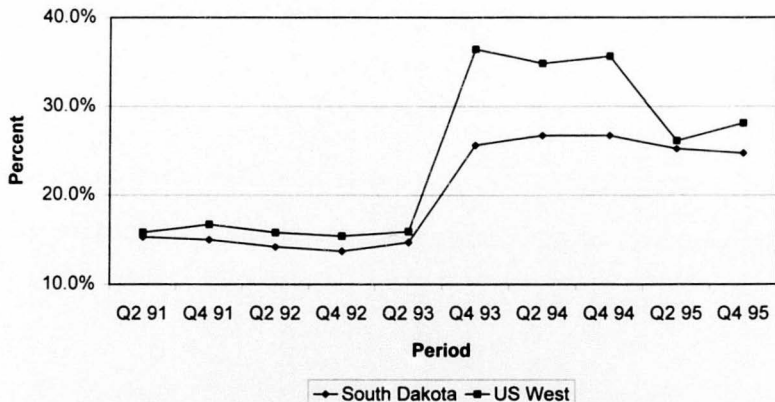
**FIGURE 21: Business Repeat Trouble
Reports (FCC ARMIS 43-05)**



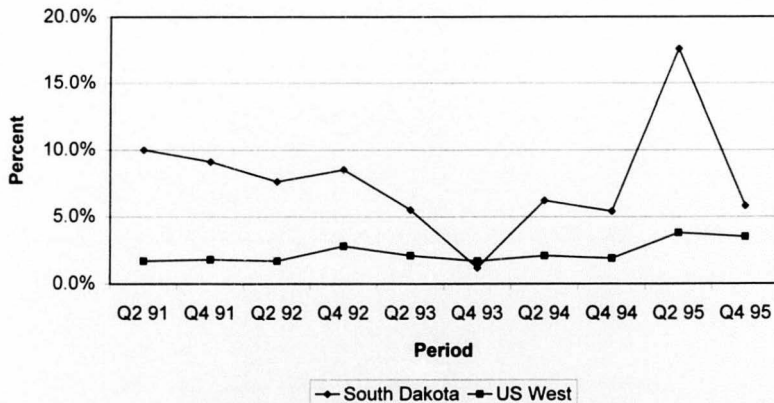
**FIGURE 22: Total Trouble Reports
(FCC ARMIS 43-05)**



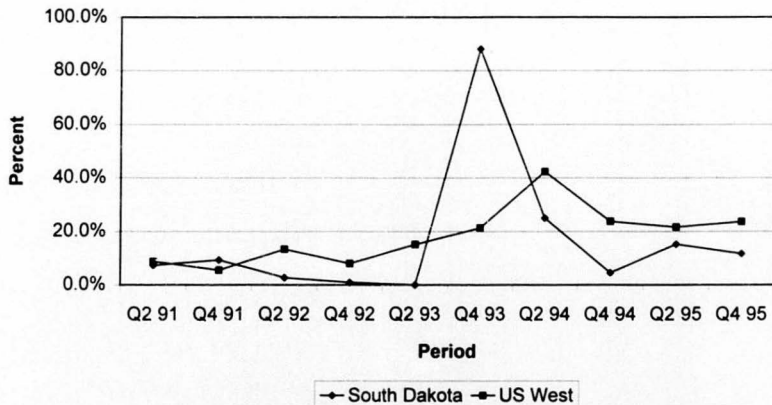
**FIGURE 23: Total Repeat Trouble Reports
(FCC ARMIS 43-05)**



**FIGURE 24: Trunk Blockage - Exceed
Threshold One Month (FCC ARMIS 43-05)**

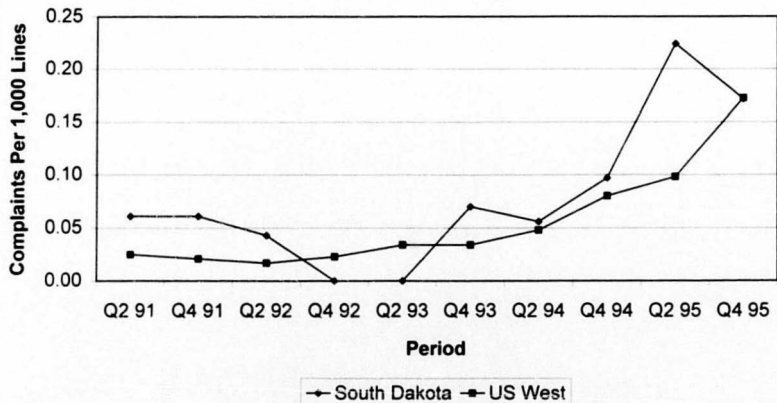


**FIGURE 25: Switched Downtime
(FCC ARMIS 43-05)**

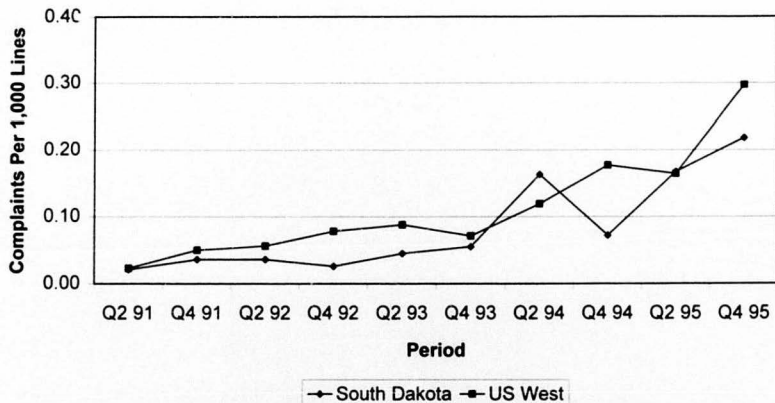


35

**FIGURE 26: Business Customer Complaints
(FCC ARMIS 43-05)**



**FIGURE 27: Residential Customer Complaints
(FCC ARMIS 43-05)**



37

**FIGURE 28: Total Customer Complaints
(FCC ARMIS 43-05)**

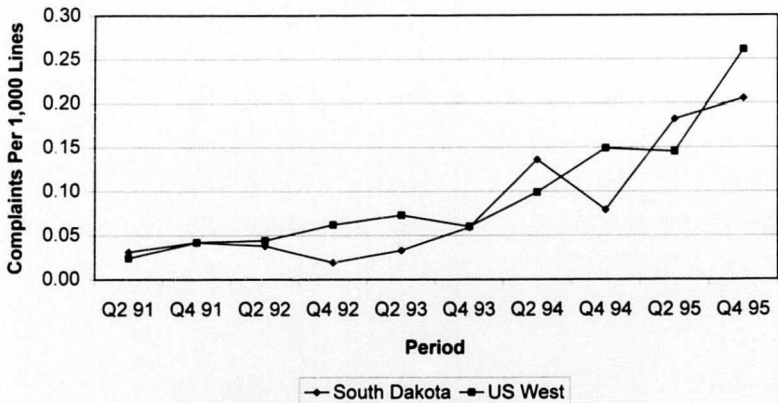


TABLE 2

SOUTH DAKOTA, OHIO, AND US WEST AVERAGE
SERVICE QUALITY PERFORMANCE
(Q2 1991 to Q4 1995)

Service Quality Measure	South Dakota	Ohio	Aggregate US West
Total Customer Commitments Met	98.2%	99.3%	97.8%
Total Trouble Reports	43.9	60.2	48.5
Total Repeat Trouble Reports	20.2%	19.7%	24.1%
Trunk Blockage	7.7%	5.2%	2.3%
Switched Downtime	16.5%	15.3%	18.3%
Total Customer Complaints	0.08	0.01	0.10

Source: FCC ARMIS 43-05

STATE OF SOUTH DAKOTA)
) IN CIRCUIT COURT
COUNTY OF HUGHES) SIXTH JUDICIAL CIRCUIT

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

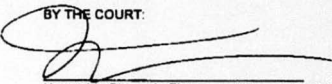
IN THE MATTER OF THE INVESTIGATION) TC97-016
OF U S WEST COMMUNICATIONS, INC.'S.) ORDER ADMITTING
SERVICE QUALAITY PERFORMANCE) NON-RESIDENT ATTORNEY

It is hereby

ORDERED that the Motion for Admission for William P. Hoaston, a non-resident attorney, to appear on behalf of U S WEST Communications, Inc., before the Public Utilities Commission and this Court relating to this matter is granted:

Dated: June 12, 1997.

BY THE COURT:


Honorable Steven L. Zinter - MAX A. GORS
Circuit Court Judge
Sixth Judicial Circuit

ATTEST:

Mary L. Erickson
Clerk of Courts

BY: Mary L. Erickson
Deputy
Deputy Clerk - Deputy
(SEAL)

STATE OF SOUTH DAKOTA
CIRCUIT COURT, HUGHES CO.

FILED

JUN 12 1997

Mary L. Erickson CLERK
By dh Deputy

U S WEST, Inc.
1801 California Street, Suite 5100
Denver, Colorado 80202
303.672-2810
Facsimile 303.295-7069

USWEST

William P. Heaston
Senior Attorney

VIA FACSIMILE AND OVER-NIGHT DELIVERY

June 18, 1997

RECEIVED

JUL 09 1997

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Mr. William Bullard, Jr.
Executive Director
South Dakota Public Utilities Commission
State of South Dakota
500 East Capitol Avenue
Pierre, South Dakota 57501

RE: Identification of Witnesses - TC97-016

Dear Mr. Bullard:

On July 7, 1997, Ms. Karen Cremer, Staff Attorney for the Commission, called concerning the identification of issues and witnesses provided in U S WEST's communication of June 30, 1997. In response to her call, the following information is provided:

1. The title for the witnesses identified in the June 30 communication are as follows:

Susan McKown, Manager, Executive Complaints;
Carol Spry, Manager, Compliance Reporting;
Dan Nielsen, Manager, Technical, Regulatory and Financial Initiatives.

2. The following new witnesses and the subject matters to be addressed are added at the request of the Commission:

Joseph Mattechek, Central Office Manager, SONET testing procedures;

Kathy Dauner, Customer Service Manager, Processes used by service representatives to determine availability of facilities at the time an order for service is received.

4/0

Mr. William Bullard, Jr.
July 8, 1997
Page 2

3. Dan Nielsen will also respond to questions concerning growth forecasting.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Will Heaston', written over a horizontal line.

William P. Heaston, Esq.

cc: Cindy Pierson (for distribution)
John Lovald
Robert Sahr
WPH/mob



South Dakota Public Utilities Commission



State Capitol Building, 500 East Capitol Avenue, Pierre, South Dakota 57501-5070

July 11, 1997

TO All Parties of Record

RE TC97-016 Service Quality Docket

Enclosed please find the 1996 South Dakota Service Quality Results and a comparison of the 1991-1996 South Dakota Service Quality Results relating to the above referenced docket. I have just received these. I do not know why they were not included with the original data. They should be considered as a part of Exhibit A.

Sincerely,

KAREN E. CREMER
Commission Counsel

Capitol Office
Telephone (605)773-3201
FAX (605)773-3809

Transportation/
Warehouse Division
Telephone (605)773-5280
FAX (605)773-3225

Consumer Hotline
1-800-332-1782

TTY Through
Relay South Dakota
1-800-877-1113

Internet
billb@pur.state.sd.us

Jim Burg
Chairman

Pam Nelson
Vice Chairman
Laska Schoenfelder
Commissioner

William Hullard Jr.
Executive Director

Edward R. Anderson
Harlan Best

Martin C. Bettmann
Charlie Bille

Sue Cichon

Karen E. Cremer

Marlette Fischbach

Shirleen Fugitt

Lewis Hammond

Leri Healy

Canon Hiseck

Dave Jacobson

Bob Keadle

DeLaine Kolbo

Toni J. Lemminger

Jeffrey P. Lorenzen

Terry Norum

Gregory A. Raskov

Tammi Svingos

Steven M. Wegman

Rolayne Alts West

42

**SOUTH DAKOTA SERVICE QUALITY
1991 - 1996 Results**

	1991	1992	1993	1994	1995	1996
Commitments Met						
Residential Commitments	150,304	141,813	142,473	163,688	218,869	261,906
Percent Met	98.8%	98.7%	98.7%	98.4%	98.3%	98.9%
Business Commitments	23,642	22,267	22,268	34,136	41,920	44,002
Percent Met	97.4%	97.8%	97.3%	97.1%	96.2%	96.5%
Total Commitments	173,946	164,080	164,741	197,824	260,789	305,908
Percent Met	98.6%	98.5%	98.5%	98.2%	98.0%	98.5%
Trouble Reports						
Residential Trouble Reports	38,614	39,366	38,559	31,418	37,890	36,833
Reports Per 1,000 Lines	197.8	201.1	191.8	151.0	175.4	201.3
Residential Repeat Trouble Reports	5,312	5,492	6,468	8,362	8,963	9,322
Percent Repeat	13.8%	14.0%	16.8%	26.6%	23.7%	25.3%
Business Trouble Reports	9,763	9,689	8,847	8,214	9,643	9,426
Reports Per 1,000 Lines	145.7	140.4	124.6	114.1	126.9	112.2
Business Repeat Trouble Reports	1,685	1,441	1,375	2,389	2,700	2,714
Percent Repeat	17.3%	14.9%	15.5%	29.1%	28.0%	28.8%
Total Trouble Reports	48,377	49,055	47,406	39,632	47,533	46,264
Reports Per 1,000 Lines	184.5	185.3	174.3	141.5	162.8	173.3
Total Repeat Trouble Reports	6,997	6,933	7,843	10,751	11,663	12,036
Percent Repeat	14.5%	14.1%	16.5%	27.1%	24.5%	26.0%
Trunk Blockage						
Trunks Blocked - Exceed Threshold One Month	71	72	27	9	13	13
Percent of Total Trunks	33.3%	37.5%	23.2%	14.2%	25.3%	25.5%
Switched Downtime						
Switches With Downtime	21	13	105	84	67	68
Percent of Total Switches	19.3%	11.8%	95.2%	75.0%	60.0%	119.3%
Customer Complaints						
Business Customer Complaints	9	7	7	18	48	20
Complaints Per 1,000 Lines	0.13	0.10	0.10	0.25	0.63	0.24
Residential Customer Complaints	28	30	28	77	153	46
Complaints Per 1,000 Lines	0.14	0.15	0.14	0.37	0.71	0.25
Total Customer Complaints	37	37	35	95	201	66
Complaints Per 1,000 Lines	0.14	0.14	0.13	0.34	0.69	0.25

SOURCE: FCC ARMIS 43-05 Reports

Trunks	213.3333	192.25	116.25	63.41667	51.33333	51
Switches	108.75	110.25	110.25	112	111.75	57
Bus Lines	67	69	71	72	76	84
Res Lines	195.25	195.75	201	208	216	183
Total Lines	262.25	264.75	272	280	292	267

The National Regulatory Research Institute



1080 Carmack Road
Columbus, Ohio 43210-1002

Phone: 614/292-9404
FAX: 614/292-7196

TO: Karen Cremer
FROM: Michael Clements *M/C*
DATE: July 9, 1997
SUBJECT: South Dakota's 1996 Service Quality Results

Per your phone request, I am attaching South Dakota's 1996 service quality results. There are two important remarks concerning the data.

- In 1996, the FCC adopted a yearly, versus quarterly, filing requirement. As a result, the 1996 results are not strictly comparable to the 1991 - 1995 quarterly data. For example, Residential Trouble Reports are 36,838; however, this is a yearly total. As a result, Reports Per 1,000 Lines appears far higher than the 1991 - 1995 quarterly data. In an attempt to resolve this problem, I created a column "Derived Quarter Values" on the attached table that provides a rough quarterly estimate. The "Derived Quarterly Values" are simply the reported yearly values divided by four.
- The data appearing on this chart, excluding the "Derived Quarter Values," and the previous tables and figures are gathered and reported directly from the FCC's ARMIS 43-05 reports. With the exception of simple division (e.g., calculating Reports Per 1,000 Lines), there is no statistical manipulation of the data. The data should represent the results US West reported to the FCC.

If you have any questions, please give me a call at (614) 292-8232.

SOUTH DAKOTA SERVICE QUALITY 1996 Results

	Total Year Reported Data	Derived Quarter Values
Commitments Met		
Residential Commitments	261,906	65,477
Percent Met	98.9%	98.9%
Business Commitments	44,002	11,001
Percent Met	96.5%	96.5%
Total Commitments	305,908	76,477
Percent Met	98.5%	98.5%
Trouble Reports		
Residential Trouble Reports	36,838	9,210
Reports Per 1,000 Lines	201.3	50.3
Residential Repeat Trouble Reports	9,322	2,331
Percent Repeat	25.3%	25.3%
Business Trouble Reports	9,426	2,357
Reports Per 1,000 Lines	112.2	28.1
Business Repeat Trouble Reports	2,714	679
Percent Repeat	28.8%	28.8%
Total Trouble Reports	46,160	11,540
Reports Per 1,000 Lines	172.9	43.2
Total Repeat Trouble Reports	12,036	3,009
Percent Repeat	26.1%	26.1%
Trunk Blockage		
Trunks Blocked - Exceed Threshold One Month	10	3
Percent of Total Trunks	19.6%	4.9%
Switched Downtime		
Switches With Downtime	68	17
Percent of Total Switches	43.3%	10.8%
Customer Complaints		
Business Customer Complaints	20	5
Complaints Per 1,000 Lines	0.24	0.06
Residential Customer Complaints	46	12
Complaints Per 1,000 Lines	0.25	0.08
Total Customer Complaints	66	17
Complaints Per 1,000 Lines	0.25	0.08

NOTE: Derived Quarter Values calculated as 1/4 Total Year Reported Data; reported percentages are held constant.

SOURCE: FCC ARMS 43-05 Reports

U S WEST, Inc.
1401 California Street, Suite 5100
Denver, Colorado 80202
303.472.2410
Facsimile 303.295.7069

William P. Heaston
Senior Attorney

USWEST

RECEIVED

JUL 14 1997

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

VIA OVERNIGHT DELIVERY

July 11, 1997

Mr. William Bullard, Jr.
Executive Director
South Dakota Public Utilities Commission
State of South Dakota
500 East Capitol
Pierre, South Dakota 57501

RE: In the Matter of the Investigation of U S WEST Communications
Service Quality Performance
Docket No. TC97-016

Dear Mr. Bullard

Please find enclosed for filing in the above docket an original and ten copies of a
Notice of Filing by U S WEST Communications, Inc. of Late Filed Exhibits.

Please date stamp the extra copy enclosed and return in the enclosed self addressed
stamped envelope. Thank you for your cooperation.

Yours truly,

William P. Heaston
William P. Heaston *mb*

WPH:mb
Enclosures

RECEIVED

JUL 14 1997

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

IN THE MATTER OF THE INVESTIGATION)
OF U S WEST COMMUNICATIONS SERVICE) DOCKET NO. TC97-016
QUALITY PERFORMANCE)

IN THE MATTER OF THE APPLICATION BY)
U S WEST COMMUNICATIONS TO REFLECT) DOCKET NO. TC97-049
THE SECOND PHASE OF INCREASES TO THE)
RESIDENTIAL AND BUSINESS LINES AS)
AGREED TO IN DOCKET TC94-121)

NOTICE OF FILING BY U S WEST COMMUNICATIONS, INC.
OF LATE FILED EXHIBITS

COMES NOW U S WEST Communications, Inc. and files the following listed late filed
exhibits

EXHIBIT I

Response to data request previously submitted that shows

- the dollar amounts paid for installation and repair missed commitments (items 1 and 2)
- specials by category and commitments missed (item 4)
- internal service objectives (item 12)

EXHIBIT II

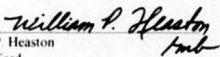
Copies of internal reports for 1995 and 1996 generated by the Executive Complaint
group at U S WEST Communications, Inc.

2/8

DATED this 11th day of July, 1997

Respectfully submitted,

U S WEST Communications, Inc.



William P. Heaston
Kathryn Ford
1801 California Street, Suite 5100
Denver, CO 80202
(303) 672-2810

CERTIFICATE OF SERVICE

I hereby certify that an original and nine copies of the above and foregoing NOTICE OF FILING BY U S WEST COMMUNICATIONS, INC. OF LATE FILED EXHIBITS was SENT VIA OVERNIGHT DELIVERY to the following on this 11th day of July, 1997.

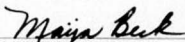
Mr. William Bullard, Jr.
Executive Director
South Dakota Public Utilities Commission
State of South Dakota
500 East Capitol Avenue
Pierre, South Dakota 57501

and true and correct copies were delivered as indicated to the following:

John Lovald - VIA OVERNIGHT DELIVERY
Olinger Lovald Robbenolt & McCahren PC
177 E. Capitol
P. O. Box 66
Pierre SD 57501-0066

Robert K. Sahr - VIA OVERNIGHT DELIVERY
May, Adam, Gerdes & Thompson LLP
503 South Pierre Street
P. O. Box 160
Pierre, SD 57501-0160

Thomas Welk - VIA OVERNIGHT DELIVERY
Boyce Murphy McDowell & Greenfield
101 N. Phillips Ave #600
Sioux Falls, SD 57501


U S WEST Communications, Inc

U S WEST, INC. LAW DEPARTMENT
1801 CALIFORNIA STREET
SUITE 5100
DENVER, CO 80202



To: William Bullard, Jr.
Address: South Dakota Public Utilities Com.

Telephone Number: 605 - 773 - 5201

Facsimile Number: 605 - 773 - 3809

Number of pages including cover sheet: - 9 -

From: Bill Houston

Telephone Number: 303 672-2810

Facsimile Number: 303 245-7049

Date: 7-15-97

Please call MAIJA BACK if you experience trouble with this transmission.

303 672-2742

Special instructions/comments: Re: 97-016

Confidentiality Agreement - for filing.
Thank you.

THE INFORMATION CONTAINED IN THIS COVER SHEET OR ACCOMPANYING DOCUMENT IS ATTORNEY-CLIENT OR WORK PRODUCT PRIVILEGED AND CONTAINS CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE ADDRESSEE OR HIS/HER DESIGNEE. IF YOU ARE NOT THE ADDRESSEE OR HIS/HER DESIGNEE, YOU ARE ADVISED THAT ANY DISCLOSURE, DISTRIBUTION, OR COPYING OF THIS COMMUNICATION OR TAKING ACTION IN RELIANCE ON ITS CONTENTS IS PROHIBITED.

IF YOU RECEIVED THIS COMMUNICATION IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE, AND RETURN THE ORIGINAL TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE. THANK YOU.

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE INVESTIGATION
OF U S WEST'S COMMUNICATIONS, INC.'s
SERVICE QUALITY PERFORMANCE

)
) DOCKET NO. TC97-016
)

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement is made as of the 11th day of July, 1997, by
and between U S WEST Communications, Inc. ("U S WEST") and MCI
Telecommunications Corporation ("MCI").

RECITAL

1. U S WEST hereby states and agrees that it will, under the terms of the following Confidentiality Agreement, allow inspection and review of certain data and information claimed by U S WEST to be of a confidential nature to the signators of this Agreement. The information sought to be reviewed is: Two (2) exhibits attached to the Direct Testimony of Harlan Best, and exhibits attached to the Direct Testimony of Steven M. Wegman and of C. Laniece Healy, on behalf of the Commission Staff, dated June 6, 1997, filed in the above docket.

2. In connection with this case, MCI desires to have access to and to review the exhibits identified in paragraph 1 above, which exhibits contain confidential and proprietary data of U S WEST.

3. U S WEST submits that many, if not all, of the documents MCI wishes to review contain confidential information, trade secrets, proprietary information and/or other information which, if disclosed to competitors of U S WEST or others, could result in irreparable damage and injury to U S WEST.

agree to be bound by its terms, and certify that they are not involved in any manner whatsoever in the provisioning, marketing, pricing, or management of any switched access, long distance, or local exchange service by MCI, and that if they should become involved in the future, they will not disclose or otherwise use any information provided under this Agreement. The Nondisclosure Agreement shall contain the signatory's full name, permanent address, and employer, and the name of the party with whom the signatory is associated. This Nondisclosure Agreement shall be delivered to counsel for the providing party and the Commission at the time of review of the documents, or as soon thereafter as practicable.

2. All Confidential Information and the disclosure thereof shall be subject to the following restrictions:

(a) MCI shall not disclose any Confidential Information to anyone other than an Authorized Person(s) for the sole purpose of MCI's review and analysis of the case.

(b) Whether U S WEST has provided Confidential Information to MCI in hard copy or in some other form, MCI shall make no copies or reproductions of any kind or nature whatsoever of the Confidential Information so supplied.

(c) The foregoing notwithstanding, MCI may not disclose Confidential Information to an Authorized Person(s) unless, prior to the disclosure of such Confidential Information, said Authorized Person(s) has signed a Non-Disclosure Agreement.

3. Delivery of Documentation. Where feasible, Confidential Information will be marked as such and delivered to counsel. In the alternative, the Confidential Information may be made available for inspection and then reviewed by counsel, experts and

authorized persons, as defined in paragraph (c), in a place and time mutually agreed on by the parties.

4. In the event MCI objects to U S WEST's designation of a document or its contents as Confidential Information, the materials shall be treated as Confidential Information until a contrary ruling by the Commission or, if appropriate, a Court of competent jurisdiction. Prior to the time any objection to a designation of Confidential Information is brought before the Commission or a Court of competent jurisdiction for resolution, MCI and U S WEST shall attempt to resolve the objection by agreement. If MCI and U S WEST are unable to reach an agreement, then either of them may bring the objection before the Commission or Court of competent jurisdiction in accordance with the applicable rules of that forum. The party bringing the objection before the Commission or Court of competent jurisdiction has the burden of satisfying the Commission or Court of the need for protection or production.

5. In the event MCI desires to disclose Confidential Information to a person, firm, corporation or entity other than an Authorized Person, MCI shall designate the Confidential Information it wishes to disclose, identify the persons or entities to whom it wishes to make disclosure and advise U S WEST in writing of its desire to make such disclosure. If, after U S WEST's receipt of such communication from MCI, U S WEST and MCI are unable to agree on the terms and conditions of such disclosure, such disclosure may be made only on such terms and conditions as the Commission or, if appropriate, a Court of competent jurisdiction may order.

6. Nothing in this Agreement shall preclude U S WEST from using or disclosing any Confidential Information for any purpose or to any person.

7 Nothing in this Agreement shall preclude U S WEST from refusing to make any disclosure of any Confidential Information to MCI even if MCI agrees that such disclosure shall be in accordance with the terms of this Confidentiality Agreement.

8 All persons who are afforded access to any confidential information by reason of this Agreement shall neither use nor disclose the confidential information for purposes of business or competition, or any other purpose other than the purposes of preparation for and conduct of this proceeding, and then solely as contemplated here, and shall take all reasonable precautions to keep the confidential information secure and in accordance with the purposes and intent of this Agreement. No party receiving confidential information pursuant to this Agreement may copy, microfilm, microfiche, or otherwise reproduce such confidential information without the written consent of U S WEST.

9 The parties and non-parties further retain the right to question, challenge, and object to the admissibility of any and all data, information, studies, and other matters furnished under the terms of this Agreement or a Commission issued Protective Order on the grounds of relevancy or materiality.

10. This Agreement shall in no way constitute a waiver of the rights of any party or person to contest any assertion or finding of trade secret, confidentiality, or privilege, or to appeal any determination of the Commission or assertion by a party.

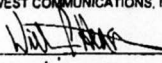
11. The provisions of this Agreement are specifically intended to apply to information supplied by any party to this proceeding, and any nonparty that supplies documents, testimony, or other information pursuant to process issued by this the Commission.

12. Within ten (10) days after the final disposition of the case, including any and all appeals therefrom, all hard copy, other originals and any reproductions of all documents containing Confidential Information subject to this Confidentiality Agreement shall be returned to U S WEST.

13. The provisions of this Confidentiality Agreement, insofar as they restrict the disclosure and use of Confidential Information governed by this Confidentiality Agreement, shall, without the written permission of U S WEST or further order of the Commission or, if appropriate, a Court of competent jurisdiction, continue to be binding after the conclusion of the case.

WHEREFORE, the undersigned have set their hands and seals as of the date set forth above.

U S WEST COMMUNICATIONS, INC.

By: 

Dated: July 11, 1997

MCI TELECOMMUNICATIONS CORPORATION

By: 

Dated: July 11th, 1997

EXHIBIT A

NONDISCLOSURE AGREEMENT

I hereby agree that I have read the CONFIDENTIALITY AGREEMENT and agree to be bound by the terms thereof. I hereby certify that I am not involved in any manner whatsoever in the provisioning, marketing, pricing, or management of any switched access, long distance or local exchange service by MCI, and that if I should become involved in the future, I will not disclose or otherwise use any information provided under this Agreement.

ROBERT K. SAHIZ

Name (Please Print)

MAY, ADAM, GENDES & THOMPSON LLP

Employer or Firm

PIERRE, SOUTH DAKOTA

I work as an attorney for the
South Dakota law firm that represents

MCI in the state

Detailed Description of Position and Responsibilities with Employer or Firm

P.O. Box 160

Pierre, SD 57501

Business Address

July 11

1997

Robert K. Sahiz

Signature



South Dakota Public Utilities Commission

State Capitol Building, 500 East Capitol Avenue, Pierre, South Dakota 57501-5070



July 21, 1997

Capitol Office
Telephone (605)773-3201
FAX (605)773-3809

Transportation/
Warehouse Division
Telephone (605)773-5280
FAX (605)773-3225

Customer Hotline
1-800-332-1782

TTY Through
Relay South Dakota
1-800-877-1111

Internet
billb@puc.state.sd.us

Jim Burg
Chairman
Pam Nelson
Vice-Chairman
Laska Schoenfelder
Commissioner

William Bullard Jr.
Executive Director

Edward R. Anderson
Harlan Best
Martin C. Bettmann
Charlie Bolle
Sue Cichos
Karen E. Cremer
Marlette Frischbach
Shirleen Fugitt
Lewis Hammond
Leri Healy
Cameron Hoxek
Dave Jacobson
Bob Knadie
Delaine Kolbo
Terri J. Leumoster
Jeffrey P. Lorenson
Terry Nisum
Gregory A. Rinkov
Tammi Stangor
Steven M. Wegman
Rolayne Ailts Wiest

Mr. William P. Heaston
Senior Attorney
U S WEST Communications, Inc.
1801 California, Suite 5100
Denver, CO 80202

Mr. David A. Gerdes
Attorney at Law
May, Adam, Gerdes & Thompson LLP
P. O. Box 160
Pierre, SD 57501-0160

Ms. Colleen E. Sevold
Manager-Regulatory Affairs
U S WEST Communications, Inc.
125 South Dakota Avenue, 8th Floor
Sioux Falls, SD 57194

Ms. Tamara A. Wilka
Attorney at Law
Boyce Murphy McDowell Greenfield
P. O. Box 5015
Sioux Falls, SD 57117-5015

Mr. John S. Lovald
Attorney at Law
Olinger Lovald Robbennolt McCahren
P. O. Box 66
Pierre, SD 57501-0066

Re: In the Matter of the Investigation of
U S WEST Communications, Inc.'s
Service Quality Performance
Docket TC97-016

Dear Counsel:

Enclosed you will each find copies of Notice of Filing by C. LaNiece Healy of Late Filed Exhibit in the above captioned matter. This is intended as service upon you by mail.

Very truly yours,

Rolayne Ailts Wiest
Rolayne Ailts Wiest
General Counsel

RAW dk
Enc

RECEIVED

JUL 21 1997

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

IN THE MATTER OF THE INVESTIGATION)
OF U S WEST COMMUNICATIONS SERVICE) DOCKET NO. TC97-016
QUALITY PERFORMANCE)

IN THE MATTER OF THE APPLICATION BY)
U S WEST COMMUNICATIONS TO REFLECT)
THE SECOND PHASE OF INCREASES TO THE) DOCKET NO. TC97-049
RESIDENTIAL AND BUSINESS LINES AS)
AGREED TO IN DOCKET TC94-121)

NOTICE OF FILING BY C. LANIECE HEALY
OF LATE FILED EXHIBIT

COMES NOW C. LaNiece Healy and files the following listed late filed exhibit:

Total number of telecommunications contacts received by the South Dakota Public
Utilities Commission during 1995 and 1996:

1995
1995

1996
1130

Detailed reports which include the date and company involved in each contact are
available upon request.

C. LaNiece Healy

7-20-97

Signed before me this 20th day of July 1997:

Jerry Norum
Notary Public

My commission expires March 2, 2001



CERTIFICATE OF SERVICE
TC97-016

I hereby certify that copies of Notice of Filing by C. LaNiece Healy of Late Filed Exhibit were served on the following by mailing the same to them by United States Post Office First Class Mail, postage thereon prepaid, at the address shown below on this the 21st day of July, 1997

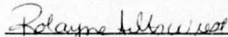
William P. Heaston
Senior Attorney
U S WEST Communications, Inc.
1801 California, Suite 5100
Denver, CO 80202

Tamara A. Wilka
Attorney at Law
Boyce, Murphy, McDowell & Greenfield
P. O. Box 5015
Sioux Falls, SD 57117-5015

David A. Gerdes
Attorney at Law
May, Adam, Gerdes & Thompson LLP
P. O. Box 160
Pierre, SD 57501-0160

John S. Lovald
Attorney at Law
Olinger, Lovald, Robbennolt & McCahren
P. O. Box 66
Pierre, SD 57501-0066

Colleen E. Sevold
Manager-Regulatory Affairs
U S WEST Communications, Inc.
125 South Dakota Avenue, 8th Floor
Sioux Falls, SD 57194



Rolayne Adis Wiest
General Counsel
South Dakota Public Utilities Commission
500 East Capitol
Pierre, SD 57501

THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

RECEIVED

JUL 24 1997

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

IN THE MATTER OF THE INVESTIGATION
OF U S WEST'S SERVICE QUALITY
PERFORMANCE.

TC97-016

HEARD BEFORE THE PUBLIC UTILITIES COMMISSIONPROCEEDINGS:

~~June~~ ^{July} 16, 1997
8:30 A.M.
Room LCR-1, State Capitol Building
Pierre, South Dakota

PUC COMMISSION:

Jim Burg, Chairman
Laska Schoenfelder, Commissioner
Pam Nelson, Commissioner

COMMISSION STAFF
PRESENT:

Rolayne Ailts Wiest
Karen Cremer
Gregory A. Rislov
Harlan Best
Bob Knadle
Gregory A. Rislov
Dave Jacobson
Steven Wegman

Reported by: Lori J. Grode, RMR

A P P E A R A N C E S

For US West:

William P. Heaston
1801 California Street, Suite 5100
Denver, CO 80202Tamara A. Wilka
P.O. Box 5015
Sioux Falls, South Dakota,
57117-5015

For MCI:

Robert K. Sahr
P.O. Box 1600
Pierre, South Dakota, 57501

For AT&T:

John S. Lovald
P.O. Box 66
Pierre, South Dakota, 57501

64

I N D E X

<u>Witness</u>	<u>Page</u>
Joseph Mattechek	7
Dan Nielsen	25
Kathy Dauner	96
Carol Spry	115, 157
Sue McKown	143
Gregory R. Rislov	162
Bob Knadle	166
Steven Wegman	171
Jon Lehner	175

P R O C E E D I N G S

(EXHIBITS 7-10 WERE MARKED FOR
IDENTIFICATION.)

MS. CREMER: Good morning. We'll go back on
the record. I would take appearances at this time.

MR. LOVALD: John Lovald on behalf of AT&T.

MR. SAHR: Bob Sahr on behalf of MCI.

MS. WILKA: Tammy Wilka on behalf of U S
West.

MR. HEASTON: Bill Heaston on behalf of U S
West.

MS. WIEST: Rolayne Wiest on behalf of
Commission staff.

MS. CREMER: At this time does anyone have
any motions or anything they'd like to bring before the
Commission?

If not, there were two late-filed exhibits by
U S West. I've had the Court Reporter mark those as
Exhibits 8 and 9. Eight is a two-page document by
Carol Spry.

MR. HEASTON: Spry.

MS. CREMER: Carol Spry, and that's Exhibit
8. Exhibit 9 is the larger of the second one by U S
West, Number of Various Complaints by Collection Point
is the first page of that. Are there objections to

1 either of those exhibits?

2 MR. LOVALD: No objection.

3 MR. SAHR: No objection.

4 MS. WIEST: No objection.

5 MS. CREMER: Hearing none, those are
6 admitted. The other document that I want to talk about
7 right now is Exhibit A that the Commission sent to all
8 the parties. And that's that Quality of Service Data
9 for South Dakota. Does U S West have any objection or
10 comments on Exhibit A?

11 MR. HEASTON: I guess I'm not sure how it's
12 going to be used before I can have an objection here.
13 Is it the intent of the Commission to introduce that
14 document into the record? Is that what I'm --

15 MS. CREMER: Well, it was sent to us, and so
16 I thought all the parties should have it. There would
17 be some questions that may be asked of whoever you
18 brought for ARMIS off that report.

19 MR. HEASTON: I have no objection if you want
20 to make that an exhibit.

21 MS. CREMER: Staff?

22 MS. WIEST: We have no objection.

23 MR. LOVALD: No objection.

24 MR. SAHR: No objection.

25 MS. CREMER: All right. It will be admitted

1 then also.

2 MS. WIEST: Exhibit A?

3 MS. CREMER: It would be Exhibit A is what I
4 made it because it's a Commission. We can make it
5 Exhibit 10.

6 MS. WIEST: It would be easier.

7 MS. CREMER: It would be easier because
8 there's some attachments to it.

9 MS. WIEST: And also what you submitted at a
10 later date, that's all part of Exhibit 10?

11 MS. CREMER: Yes, I included that. I have no
12 idea why that wasn't sent the first time, the '96
13 information. That was four pages, and I just stuck
14 that to the back of the Exhibit 10.

15 MS. WIEST: Okay. That's all I have. If
16 somebody has anything -- U S West, did you want to --
17 you had rested at the end before. Would you want to
18 reopen, or what would you like to do?

19 MR. HEASTON: Well, I had presented a direct
20 case. We were talking about the potential of a
21 rebuttal case, plus witnesses to respond to questions
22 from the Commission, and that's -- I think we're in the
23 phase where we have witnesses who can respond to the
24 specific questions of Commissioners.

25 MS. CREMER: Okay.

1 MR. HEASTON: Is that where you would like me
2 to begin?

3 MS. CREMER: That's fine.

4 MR. HEASTON: Call Mr. Mattechek to the
5 stand.

6 CHAIRMAN BURG: Karen, we'll probably make
7 one comment. I do have a conference call at 11:30, so
8 if there's no objections, we'll plan to break from
9 11:30 to 1:00 instead of 12:00. Thank you.

10 JOSEPH MATTECHECK,

11 called as a witness, being first duly sworn,
12 was examined and testified as follows:

13 DIRECT EXAMINATION

14 BY MR. HEASTON:

15 (EXHIBIT NO. 11 WAS MARKED FOR
16 IDENTIFICATION.)

17 Q. Would you please state your name for the
18 record.

19 A. My name is Joseph Mattechek. I'm a resident
20 of Sioux Falls, South Dakota.

21 Q. What's your business address, please?

22 A. My business address is 125 South Dakota
23 Avenue, Sioux Falls.

24 Q. And by whom are you employed?

25 A. I'm currently employed by U S West

1 Communications.

2 Q. And in what capacity do you work for U S West
3 Communications?

4 A. Manager central office.

5 Q. And as the manager central office what are
6 your duties and responsibilities?

7 A. Duties and responsibilities are to work with
8 people, manage the work force of 16 people, to turn up
9 and manage the turn-up in testing of new equipment,
10 maintenance of existing equipment, routines, things
11 that would normally be done with central office
12 equipment.

13 Q. In your responsibilities are you responsible
14 for the two SONET rings in the eastern part of South
15 Dakota?

16 A. I was the primary manager in charge of the
17 construction turn-up and testing of the two SONET
18 rings.

19 Q. With regard to the testing, what
20 responsibilities did you have?

21 A. Worked with the vendors, worked with the
22 central office technicians, established procedures,
23 established testing and managed the testing and turn-up
24 of those rings in the sense I was present while the
25 work was done on a conference call, et cetera.

1 Q. What testing did you do on the SONET rings
2 before they were turned up for service?

3 A. Okay. It's kind of a long process in the
4 sense that the vendors come up, install the equipment;
5 and in segments where we can turn it up ahead of time,
6 we turn it up, do as much testing as possible in an
7 incomplete state, test alarms. Just do that to each
8 one of the locations where the equipment is at. Some
9 of the locations we actually had the vendors on site to
10 work with us to test the equipment and make sure it was
11 functioning properly.

12 And we had vendors on site to do training of
13 the employees. And we would go through this whole
14 process at each location. And then the final testing
15 we would go through, turn down some old equipment,
16 bring up new equipment, and then we'd go through a
17 step-by-step process that from the standpoint of what
18 we had, the process that we used here was approved by
19 the technical support people in Denver that it did, in
20 fact, test the equipment so the equipment would do as
21 designed, function as designed.

22 Q. Did you reduce the test procedure to writing?

23 A. We have this here, and we followed this step
24 by step.

25 Q. When you say what we have this here, is that

1 what's marked as U S West Exhibit 11?

2 A. That is correct.

3 Q. Was this provided to the Commission in
4 response to an interrogatory?

5 A. Yes. We sent -- I made this information
6 available previous to this.

7 MR. HEASTON: I thought I had more copies.
8 It is Attachment B to Response Number One to the
9 staff's Data Request Number One.

10 Q. You have in front of you what is Exhibit 11.
11 Would you please just briefly describe what that is?

12 A. Well, the two SONET rings in South Dakota
13 were, for internal purposes, were designated the small
14 SONET ring and the large SONET ring. And the first
15 page takes off on the small SONET ring. This is the
16 final test and turn-up procedure for the small one that
17 starts on page one here.

18 The night we made the conversion to this
19 SONET ring and the final testing, we established a
20 conference call. We had technicians at each location,
21 and then we would -- we went through this step by
22 step. Because if you get out of sequence, you can
23 cause something not to be tested or the like.

24 MR. HEASTON: I'm sorry, were they not
25 separated out? I'm sorry, I should have checked that.

1 COMMISSIONER SCHOENFELDER: Mr. Heaston, this
2 also says the large SONET ring.

3 MR. HEASTON: It should be coming.

4 Q. Mr. Mattechek, will take you through each
5 page here so we have them in the right order.

6 A. Okay. We'll start with page one. Its
7 heading is Method of Procedure and turn-up of the Small
8 SONET Ring. It's a lot of abbreviations on here, like
9 about the fourth line down, group one transmits SFLS,
10 you know, it's Sioux Falls, Yankton, Mitchell. It's
11 shorthand for the telephone means.

12 Goes through there, and if you'll notice
13 about the fifth or seventh line down, we have technical
14 assurance people available if we would have needed
15 them. Verify that all the people at the different
16 locations. We turned down part of an old system,
17 verify alarms, the SONET system in a counter-rotating
18 ring runs in what's configured as a group one, a group
19 two. Group one transmits one direction. Group two
20 transmits the other direction.

21 Power readings is the strength at which the
22 light wave is received from a transmitter to the
23 receiving station. And there's minimum and maximum
24 requirements set by the vendor. And when we take the
25 power readings, we make sure they're within that

1 criteria as established by the vendor. And we do the
2 same thing with group two. The x.25 is the method of
3 alarming that goes back to the NMA computer. We verify
4 those alarms, that they all test and are received and
5 print out appropriately.

6 The PM is preventive maintenance. It's
7 inhousekeeping that takes place within the system,
8 within the SONET equipment, to make sure that it's not
9 seeing errors, because it has error checking devices
10 built in, software built into the system; and we make
11 sure that that is, in fact, running at zero.

12 The next page is verify all cross-connects
13 are in correctly and all nodes. Then a node, each one
14 of these locations where there's equipment at that can
15 be reached. You can take the data that's being
16 transmitted, the intelligence, extract that
17 intelligence and serve it to various customers or
18 equipment.

19 Establish the test T3 signal is just a high
20 capacity circuit that when you put up a T3 it, in
21 essence, is one of 48, but it goes through and it's
22 combined with the other ones. And by putting up a test
23 signal, if you put that test signal up, then, in fact,
24 if that drops out or would not maintain continuity, you
25 would see that test signal fall out and with the

1 various test equipment.

2 And after we've got that, go back and make
3 sure that all the nodes are correctly functioning. And
4 then part of that testing was to open the fiber between
5 Sioux Falls and Yankton and make sure that test signal
6 continuity was maintained. Then we'd also verify that
7 we have received the alarms in the alarm center. Then
8 we'd reestablish the continuity and make sure that the
9 test signal did not fall down or discontinue.

10 Then we'd step through and keep opening the
11 fiber work ourself all the way around the ring so that
12 it was opened like, you know, going around between each
13 node, we'd open that up and then that way we'd maintain
14 continuity so the signal wouldn't drop out. We didn't
15 have any dropouts at that point. We would go through
16 and also go back and check these PM's to make sure that
17 nothing was happening while we were doing this.

18 Then we'd run some tests, the third one from
19 the bottom. We'd run test signals to Huron, make sure
20 that they ran error free. Then all SONET systems have
21 synchronization. That synchronization is picked up by
22 global positioning satellite data or equipment. It's
23 picked up by Huron T3, or it can be picked up from
24 another vendor. We'd establish that synchronization to
25 make sure the system didn't slip, which would cause

1 data dropout.

2 Then after we have done all that there, we'd
3 start cutting the existing circuits to the new SONET
4 equipment, and we'd go through and work that around and
5 establish all the required circuits. And then the
6 third page starts off with verify. And we had a
7 section between Huron and Arlington that we had to turn
8 down some old equipment, otherwise it would bring in
9 false alarms. And we would turn that down and then go
10 through it. There's a list of some of the technicians
11 that were involved.

12 That's the small SONET ring. The large SONET
13 ring is basically the same procedure. It's just
14 different towns, different location, but it's still,
15 you know, the same exact procedure just repeated.

16 Q. Would you make sure we have the pages in the
17 right order?

18 A. Okay. The fourth page starts off Method of
19 Procedure for the Large SONET Ring. The fifth one is
20 all locations replace fuses group one transmit and
21 receive. The sixth page is run T3 test signals for
22 Aberdeen and Watertown.

23 Q. Did you prepare what has been marked as
24 Exhibit 11?

25 A. Yes, I did prepare it in conjunction with

1 tech -- it was approved by Technical Support in Denver.

2 MR. HEASTON: I would offer Exhibit 11.

3 MS. CREMER: Any objections?

4 MR. LOVALD: No objection.

5 MR. SAHR: No objection.

6 MS. WIEST: No objection.

7 MS. CREMER: Was that Exhibit 11; correct?

8 MR. HEASTON: Yes.

9 MS. CREMER: That would be admitted. And
10 then I'm not sure if I made it clear Exhibit 10 is also
11 admitted.

12 Q. When you completed your testing, were both
13 SONET rings ready for operation?

14 A. Both SONET rings functioned as designed by
15 the vendors, various vendors.

16 Q. And at that point were the rings turned up in
17 traffic?

18 A. Service was moved to the new equipment.

19 MR. HEASTON: I have no further questions.

20 MS. CREMER: Staff?

21 MS. WIEST: No questions.

22 MS. CREMER: AT&T?

23 MR. LOVALD: No questions.

24 MS. CREMER: MCI?

25 MR. SAHR: No questions.

1 MS. CREMER: Commissioners?

2 COMMISSIONER SCHOENFELDER: Thank you. I
3 have a couple. And I think, however, that the
4 explanation really does add to it. And to have the
5 exhibit really does give us something to look at
6 because, obviously, we don't understand the technology
7 and would like to understand it and understand how you
8 test it and make sure that it's reliable.

9 Can you give me a percentage of reliability?
10 Is this totally 100 percent? Is there 100 percent
11 reliability in this SONET ring technology now or does
12 it have something less than that?

13 A. It's approaching 100 percent because you can
14 have electronic failure that nobody can account for.

15 COMMISSIONER SCHOENFELDER: And that is
16 powered by an electrical circuit; is that right?

17 A. It is powered by batteries and battery --
18 well, central office is run on batteries, but their
19 batteries are being constantly recharged by
20 rectifiers.

21 COMMISSIONER SCHOENFELDER: So in this
22 technology of SONET rings, which would be sort of a
23 network within networks. Am I misrepresenting that?

24 A. Maybe.

25 COMMISSIONER SCHOENFELDER: Where it's a

1 support to the network?

2 A. It's what transports signals from one
3 location to another location.

4 COMMISSIONER SCHOENFELDER: But it's in
5 constant use as we speak?

6 A. Oh, yes.

7 COMMISSIONER SCHOENFELDER: It's not just
8 used in emergency situations?

9 A. It's up and functioning 24 hours a day, seven
10 days a week, yes.

11 COMMISSIONER SCHOENFELDER: Okay. And on
12 that system, then, do you have batteries anywhere other
13 than in the central office that are for emergency
14 power? I understand your batteries in central office
15 are basically emergency power; is that not true?

16 A. That's true. They're on -- I don't know how
17 to quite tell you this. It's --

18 COMMISSIONER SCHOENFELDER: I'll try if you
19 explain it.

20 A. Yeah. The batteries, the equipment is
21 attached to the battery have connecting leads just like
22 what comes into your home, only is attached to the
23 battery at all time. The rectifier is also attached to
24 that same battery. So that as the battery discharges
25 or energy is being used, that rectifier is supplying

1 energy to recharge it. So your battery, in essence,
2 stays stable. If you have a commercial AC failure,
3 your batteries -- there's not a switch that moves from
4 the electrical AC supply to the battery supply. It's
5 on line all the time, so it isn't a switch. It's not
6 like a light switch where you would have turned when a
7 commercial AC fails, something would turn a switch on
8 to put it on batteries. It, in essence, is on the
9 battery strength a hundred percent of the time.

10 COMMISSIONER SCHOENFELDER: Okay. So then a
11 power failure at the central office is what would cause
12 -- would be the major problem with this, the SONET
13 rings?

14 A. That would be potentially one of them, yes.

15 COMMISSIONER SCHOENFELDER: Okay. What other
16 types of things could we look for at the Commission to
17 cause failure in this technology? I mean, obviously,
18 all technologies have certain kinds of handicaps and
19 I'm looking for those.

20 A. You have, of course, the cable failure, which
21 we're familiar with. You have just --

22 COMMISSIONER SCHOENFELDER: Explain cable
23 failure to me a little more, would you?

24 A. A backhoe cuts it.

25 COMMISSIONER SCHOENFELDER: Okay.

1 A. Something gets washed out, something like
2 that.

3 COMMISSIONER SCHOENFELDER: But you're
4 talking about fiber basically here. You're not talking
5 about copper cable, are you?

6 A. This is all fiber-based equipment.

7 COMMISSIONER SCHOENFELDER: Okay.

8 A. This is all fiberoptic-based equipment.

9 COMMISSIONER SCHOENFELDER: Okay.

10 A. The current vendors are, you know, very --
11 they're building very reliable equipment, but as with
12 all electronics, it can fail.

13 COMMISSIONER SCHOENFELDER: Okay. Now, these
14 SONET rings actually are powered out of the Sioux Falls
15 office, out of central office in Sioux Falls. Are
16 there other central offices? I believe there are from
17 your explanation are connected there that you could
18 have a failure in those offices also?

19 A. Okay. You have -- we'll just deal with the
20 small ring just because it's the first sheet here.

21 COMMISSIONER SCHOENFELDER: That's fine.

22 A. Okay. It goes Sioux Falls to Yankton.
23 Yankton has identical equipment that's in Sioux Falls.
24 Then it goes up to Mitchell, and that equipment is the
25 same as that's at Yankton. And it goes up to Huron and

1 into Arlington -- or Iroquois, Arlington, DeSmet and
2 back to Sioux Falls. So each one of those locations
3 has identical equipment, and each one of those has a
4 battery plant that maintains that equipment.

5 COMMISSIONER SCHOENFELDER: And you have a
6 maintenance schedule or a documentation of maintenance
7 on all that equipment for reliability? I mean for your
8 own information for reliability and verification of
9 maintenance.

10 A. The vendor-provided failure rate, I do not
11 have. That's something that the technical people in
12 Denver that approve the various products, they would
13 have that. I have no idea what that would be. We
14 maintain records for the various plants that routines
15 were performed, et cetera.

16 COMMISSIONER SCHOENFELDER: Let me ask you a
17 hypothetical. I think on your small SONET ring you
18 have, I think, it's Baltic, BLTC?

19 A. Baltic, that's correct.

20 COMMISSIONER SCHOENFELDER: Okay. Let's just
21 take a for instance that there's a failure somewhere.
22 If there's a central office in Baltic that there's a
23 failure there, what does that do to the system? And
24 what can we look for as far as people calling us to say
25 they have a problem and how would it work?

1 A. If there was a failure at Baltic, nothing
2 should happen to the ring because one transmits this
3 way. The other would transmit that way, you know, to
4 the clockwise and counterclockwise. If you disrupt it
5 at any one of those points, it starts transmitting,
6 transmits this way, transmits back the other way, so it
7 bypasses, in essence, that failure point.

8 COMMISSIONER SCHOENFELDER: What happens to
9 the people who are located -- or to the consumers who
10 are located at the failure point? Do they have
11 failure? Is there failure anywhere is what I'm looking
12 for?

13 A. There shouldn't be. There shouldn't be.

14 COMMISSIONER SCHOENFELDER: Okay. And then I
15 think, Mr. Heaston, do I need to ask him questions
16 about the projected growth or the network forecasting,
17 that kind of things, or do you have another witness for
18 that?

19 MR. HEASTON: We have another witness for
20 that.

21 COMMISSIONER SCHOENFELDER: Okay. That's all
22 I have. Thank you.

23 CHAIRMAN BURG: When was this SONET ring
24 implemented, or when was it proven to be satisfactory?

25 A. Sometime after we turned it up we had a cable

1 washed out by Agar, by Gettysburg, and the ring
2 continued to function normally.

3 CHAIRMAN BURG: Is that the only way you're
4 going to know for sure that it actually works is when
5 there is a failure?

6 A. There's internal monitoring that if the
7 equipment should fail for some reason, it should notify
8 us that, in fact, something has gone amiss. I'm saying
9 the electronics -- if the electronics goes, fails, it
10 should pick that failure up and report it; and then we
11 would dispatch technicians to fix it.

12 CHAIRMAN BURG: But is there a way of truly
13 testing it without a failure occurring?

14 A. You'd have to literally go in and simulate a
15 cut fiber or something to that effect.

16 CHAIRMAN BURG: I didn't -- from Commissioner
17 Schoenfelder's questions, I'm still not quite here, and
18 I understand that there is similar equipment in each of
19 those towns that you mentioned. If we say we had a
20 power failure that lasted longer than a battery life in
21 a town, of course, your SONET ring is going to work to
22 bring it the opposite directions. But is that -- in
23 order to keep that going through that switch, does the
24 power have to be available in each one of those towns?

25 A. We have standby generators that pick up the

1 commercial AC fails for greater than, I think, it's
2 around a minute, then the standby generators would come
3 on line. And then they would start producing AC, and
4 then that would keep the batteries charged.

5 CHAIRMAN BURG: And that's in each one of
6 those locations?

7 A. Each one of those locations, that is correct.

8 CHAIRMAN BURG: One other thing that I wanted
9 to get answered is I can't recall from what the target
10 date was for the SONET ring to be completed. Do you
11 remember that? Was that the end of '97?

12 A. I think. I don't remember for sure. I
13 remember we were trying to get it done earlier, but
14 because of the weather conditions and things like that
15 in November and December, we just were not going to
16 risk people driving around at 2 o'clock in the morning
17 on 30 below nights.

18 CHAIRMAN BURG: Okay. Would that be the same
19 thing as SONET multiplexers?

20 A. That is correct.

21 CHAIRMAN BURG: And according to this, it was
22 begun in '96 and completed in '98. And you have it
23 completed?

24 A. It is completed now, the ones that -- to my
25 knowledge, these two are the only ones involved and

1 they are complete a hundred percent.

2 CHAIRMAN BURG: If I understand, this only
3 covers basically from Pierre east? Is Pierre the
4 westernmost point in the SONET ring?

5 A. Pierre and Vivian junction, that's correct.

6 CHAIRMAN BURG: Is there any plans to do the
7 western part of the state?

8 A. I am not a planning engineer, so I really
9 have no knowledge of that.

10 CHAIRMAN BURG: Okay. I think that's all I
11 have.

12 MR. HEASTON: Commissioner Burg, if you'll
13 look at page four of Mr. Rislov's prefiled testimony,
14 he indicates that the plan specified that the plans
15 would be in by 1998.

16 CHAIRMAN BURG: That's the page I think Karen
17 just gave me.

18 Did you have any?

19 COMMISSIONER NELSON: No.

20 MS. CREMER: Did that prompt anything,
21 Mr. Heaston?

22 MR. HEASTON: Just to make --

23 REDIRECT EXAMINATION

24 BY MR. HEASTON:

25 Q. When you did the testing of the two rings,

1 did you simulate cuts in a fiber and other outages?

2 A. Yes, we did simulate a fiber failure between
3 every node. A node is the equipment in each one of the
4 central offices.

5 MR. HEASTON: Thank you. That's all I have.

6 MS. CREMER: I believe you're excused. Thank
7 you.

8 MR. HEASTON: Call Dan Nielsen.

9 **DAN NIELSEN,**

10 called as a witness, being first duly sworn,
11 was examined and testified as follows:

12 DIRECT EXAMINATION

13 BY MR. HEASTON:

14 Q. Would you please state your name.

15 A. Dan Nielsen.

16 Q. And your business address, please?

17 A. 700 West Mineral in Littleton, Colorado.

18 Q. And by whom are you employed?

19 A. U S West Communications.

20 Q. And in what capacity do you work for U S West
21 Communications?

22 A. In the capacity of provisioning. I'm manager
23 of technical, regulatory and financial initiatives.

24 Q. How long have you been with U S West?

25 A. Nineteen years.

1 Q. And what is your educational background?

2 A. I have a bachelor of arts degree in economics
3 and a master of science in quantitative or analytical
4 economics.

5 Q. And what kind of experience in education have
6 you received from -- do you have with the company and
7 that you received from the company?

8 A. I have about -- well, I have over 1,200 hours
9 of course work in what I would refer to is technical
10 oriented course work, and that would include operation
11 of the telecommunications network, switching,
12 transport, interoffice facilities, and operation
13 support systems.

14 Q. Let's go to the issue of how U S West
15 monitors its facilities to assure itself that the
16 facilities are operating appropriately or are
17 operating. What does U S West do to monitor outside
18 plant facilities particularly?

19 A. There are two primary ways that we use to
20 identify and maintain -- to identify and maintain
21 trouble cable. And I will be speaking primarily in
22 regards to copper cable. The most prevalent means of
23 doing that in South Dakota is through use of a -- it's
24 an electronic computer program called ALIT, which
25 stands for Automatic Line Installation Test. It's a

1 computer program that runs out of the -- from our
2 switching offices, that runs all night long, and
3 queries the copper cable facilities for problems.

4 Basically, you could think of this as a
5 program using the phone lines to check the facilities
6 all night long. In the less metropolitan areas and
7 kind of the rural areas, the program is able to monitor
8 generally all of the facilities, but in the
9 metropolitan areas it will just circle around the next
10 night until all of the cable is monitored.

11 There are different parameters at which this
12 particular program can be set. But just to give you an
13 example, you send out a surveillance message that can
14 say please identify if there are 25 points of ground on
15 any four cable in a 25-pair group. Under such a
16 scenario, the telephone lines would still be
17 operational, but what this is is basically a
18 methodology to identify problems that might be about to
19 occur.

20 Now, just to give you an idea what this
21 program would be doing, if the cable gets wet or if
22 it's -- maybe there's a crimp in the cable or it's
23 getting old, then it will create an electrical ground
24 that shouldn't be present. And so what this program
25 does is identify it and this maintenance type of

1 program, looking at each individual cable pair group by
2 continuously surveilling it. And then according to
3 those parameters that will set. And then it runs all
4 night long in all of our offices that are equipped with
5 this ALIT program. Basically what it's doing is
6 testing the cable pairs from the central office out to
7 the customer location for these kinds of occurrences.

8 Now, once a defective cable pair is
9 identified to this program, a report is generated that
10 the technician will look at the following morning and
11 -- generally, it's the following morning -- and
12 identify that location that has been automatically
13 generated, basically, as it heads up to something that
14 should be checked out. A dispatch is then scheduled
15 and made to the location.

16 If the trouble cannot be addressed remotely,
17 and sometimes it can be addressed remotely, when the
18 dispatch is made, the maintenance personnel will go out
19 to the location, take with them some manual testing
20 equipment. Usually this is mounted on a van, and it's
21 computerized diagnostic testing equipment most
22 generally.

23 With this manual testing equipment the
24 identified pairs are manually tested using some
25 probes. And a decision is made at that time to either

1 fix the defective facilities on the spot if that can be
2 done, or to earmark the equipment as needing
3 replacement. This might mean that the cable section
4 needs to be replaced, or perhaps the terminal equipment
5 might be defective as well.

6 The trouble that has been electronically
7 identified in this manner is then addressed via a
8 facility replacement type of reporting arrangement.
9 And it goes to our service assurance people if it is
10 something that is a maintenance type of thing that
11 stems from wet type cable, or it goes to our capacity
12 provisioning people if it looks like something that is
13 an infrastructure long-term type of problem.

14 This particular aspect or this example that
15 I've gone through is primarily kind of an advance
16 warning type of program that is used.

17 The second way that I would like to mention
18 also is that kind of an after-the-fact way, and that is
19 if the cable maintenance personnel discovered a case of
20 trouble while they're out on dispatch, or if it's
21 something that they have recurring dispatches to, then
22 they may simply choose to replace the identified
23 section or earmark it for such replacement. They will
24 find this out when they go out. Maybe they're going
25 out to check on something that the ALIT program has

1 identified and they find another problem and they'll
2 seek to respond to that problem as well.

3 Just some additional comments in that regard
4 is that we retest all of our serving area terminal, or
5 SAT, closures at least once per year in South Dakota.
6 And the objective really is to try to go through that
7 process twice a year. So that's really more of the
8 manual approach that we do that.

9 As I've mentioned previously, this is
10 primarily for copper facilities. Fiber facilities are
11 remotely alarmed at every office and are generally much
12 more stable and are not particularly the type of
13 troubles that I read about in the transcript of the
14 previous date when we met.

15 Q. You use the acronym SAT. What does that
16 stand for?

17 A. That stands for serving area terminal.

18 Q. There was also a question last time
19 concerning the number of installations we had, or
20 facilities we had outside of the central offices that
21 were -- that had battery backup power. Were you able
22 to determine how many in South Dakota fit that
23 question?

24 A. Yes, I was. In South Dakota, outside of
25 central offices -- now, I'm speaking of remote

1 locations or facilities, so this would be outside of
2 the central offices. There are 112 of these. There
3 are 112 of these systems that are referred to as
4 subscriber line carrier systems in South Dakota, each
5 of which is designated -- or should have at the very
6 minimum a set of four batteries, most preferably would
7 be two sets of four batteries. Each of the four
8 batteries are stringed together.

9 We recently completed -- actually, we're in
10 the finishing stages of this, of analyzing these
11 systems for possible replacement or investigation of
12 them for possible replacement. We have those -- of
13 those 112 we did mention, we did find 22 locations that
14 definitely need to be replaced, and that is occurring
15 this year.

16 Each of those locations initially was visited
17 in January and February. Basically we're going back
18 through and making sure that we're picking up all of
19 the ones that need to be taken care of.

20 Q. There was also an issue in our previous
21 hearing about the cable shortage that was testified to
22 in 1995. Can you provide further information on that
23 issue?

24 A. Certainly. In 1995 we had a record year of
25 usage of both copper and fiber because of the service

1 demands that were occurring at that time. One thing
2 that I would say is, unfortunately, we caused some of
3 our own problems in that regard because it was
4 difficult at that time to get the cable where it was
5 most needed. At this time we also were in the process
6 of changing suppliers.

7 Basically, the bottom line was we were
8 ordering cable so quickly that we were not necessarily
9 getting it ordered and placed into the right areas at
10 the right time. So there was a great deal of concern
11 in terms of having a logistical shortage.

12 During the summer months, particularly, also
13 -- and this happens every year -- there is a great
14 demand on copper and fiber cable, and so that was a
15 concern to us as well. For fiber capacity, for
16 example, we hit a record that year in 1995 somewhere
17 around 500,000 fiber kilometers that we placed. And to
18 give you an idea how that compares, we're at this point
19 in 1997 we are around 100,000 fiber kilometers it looks
20 like we'll be placing.

21 Some things that have occurred that perhaps I
22 can address as well is that since 1995 we have a better
23 means of forecasting. We're doing a better job in that
24 regard. In 1995 we did go through a restructuring
25 process in the centralization of our processes, and

1 that was an issue.

2 We have developed since that time new cable
3 sizing guidelines. We've gone to standard cable lot
4 sizes with our vendors, which has made it good for our
5 vendors as well as for us. In other words, if an order
6 came in for an 11 -- if we needed an 11 fiber cable, we
7 would order that. And now what we do is we say, well,
8 you know, maybe we should do a 12 or 24 or 48, or
9 whatever seems. In other words, we do we order things
10 in lot sizes, which makes it a lot easier now to get
11 the cable at the time it's needed.

12 We've also -- we only had one supplier at
13 that time, which makes sense from the standpoint of
14 being able to be consistent. But presently what we do,
15 we still go with that, with one supplier, but we have
16 lined up backup suppliers, as has our primary vendor,
17 so that we can be assured of having the cable when it's
18 needed.

19 And as I mentioned, we've improved our
20 process of that since that time of handling our
21 inventory.

22 Q. The issue also came up concerning ISDN and
23 what it takes to provide that service in South Dakota
24 and what the costs might be for providing that
25 service. Could you explain that in a little more

1 detail?

2 A. As I read through the transcript, I thought
3 that there might be a little confusion. Hopefully, I
4 can clear that up.

5 The cost of conditioning ISDN loops, and as I
6 recall, that was primarily the question that was being
7 asked. The cost of conditioning ISDN loops are going
8 to vary according to what the particular issue is that
9 you're trying to address.

10 I think that we need to remember that most of
11 the lines that we're talking about, if not all, were
12 conditioned originally to handle or address analog
13 traffic through twisted pair. Basically what you have
14 to do to condition a line, what you're doing is in
15 simple terms is taking it from being able to handle
16 analog traffic to a point where it can handle digital
17 traffic.

18 The three primary issues that come up in
19 order to deal with that are load coils, bridge taps,
20 and the needed time to extend the loop. In other
21 words, the loop may be too short. Kind of a fourth
22 issue that you have to be concerned about, but
23 oftentimes isn't that much of an issue, is the size of
24 the actual copper cable. But the gauge of the cable is
25 what I'm talking about. But let me handle those

1 primary three that we addressed that we find most
2 often.

3 Load coils are placed initially 3,000 feet
4 from the central office and then in increments of 6,000
5 thereafter in order to make sure that there's no cross
6 talk on the analog line. So there's specific reasons
7 why that is placed. If you're talking about voice
8 traffic, to convert that to digital, or in this case
9 with ISDN you're talking voice as well as data that
10 you're trying to transport across that line, you have
11 to remove those load coils. And if you don't do that,
12 then the ISDN lines cannot be loaded.

13 The second issue is bridge taps, and this
14 individual ISDN lines which -- on which there are
15 bridge taps are limited to 2,000 feet from the tap.
16 And what is recommended from the suppliers is that
17 bridge taps be removed entirely wherever practical, and
18 there's a cost for removing that as well as for
19 removing the load coils.

20 Q. Could you explain what a bridge tap is?

21 A. A bridge tap is basically you've got one
22 line, one analog line, that is extended from the office
23 to the customer point. What you do is hook through
24 into that line instead of creating a separate line. In
25 simple terms, that's basically what it is. What it

1 does it causes -- it's not the kind of thing that in
2 today's day and age we like to do a lot of. We're in
3 the process of removing those whenever practical.

4 The third issue that I was going to mention
5 is loop extension, because when you -- there certainly
6 is a limitation on how far out you can go from the
7 central office with an ISDN line. There's an 18
8 kilofeet -- and I guess I need to correct that. It's
9 not 18,000 kilofeet, it's 18. In other words, 18,000
10 feet from the central office. When you have to go
11 beyond that point, the ISDN line won't carry it. These
12 are technical limitations. It has nothing to do with
13 anything else except for the technology.

14 But if the measured insertion loss is at 40
15 kiloliters is less than -- I mean is greater than 40
16 db's of loss, then the ISDN loop requires a repeater.
17 So what happens most generally if you're going to
18 convert that analog line to a digital one so you can
19 carry ISDN across it, then you have to insert a
20 mid-span repeater to that ISDN line. And once then you
21 had that repeater, you can go 36,000 feet from the
22 central office.

23 So each one of these has a cost to it. But
24 that's, you know, in a nutshell, that's basically the
25 issues that you come up with when you're trying to

1 convert that line to an ISDN line.

2 Q. When you get beyond the 18,000 feet
3 limitation and with the conversion to -- or with the
4 conditioning of the line to carry digital by removing
5 the load coils and bridge taps and whatever, how are
6 those -- who bears that cost of making what was
7 essentially a voice line now a digital line in order to
8 carry ISDN services?

9 A. I believe in today's environment,
10 particularly with the loop extension would be costs
11 that would be need to be borne on the customer. But
12 I'm not familiar with the tariff. I'm more familiar
13 with the technology side. I can tell you what the cost
14 would be, but the question as to who bears that cost I
15 think is a different issue.

16 Q. Let's go to forecasting of the need for
17 facilities in areas that where we experience growth.
18 How is that accomplished? What is done by U S West in
19 order to try to keep up with the growth that we do
20 experience?

21 A. Well, U S West forecasting focuses on trying
22 to determine the aggregate demand. And we use some --
23 I guess the easiest way to say this is in top down to
24 the bottom process is to figure that out. What we're
25 trying to do here is to determine patterns of growth

1 either positively or negatively by wire center as well
2 as by distribution area. And by distribution I mean,
3 you know, just that. Generally that's referring to
4 that same 18 kilofeet area beyond the central office.

5 But this is both a science and an art. In
6 order to accomplish this, in areas where a lot of
7 growth is not currently occurring or anticipated, and
8 maybe we're talking about rural communities in that
9 regard and established communities where that growth
10 historically appears maybe to have peaked, growth
11 requirements are successfully tracked and managed on a
12 linear basis.

13 Basically what I mean by that is you look and
14 see what's happening in a community and then you figure
15 out where. If you try to figure out where the growth
16 is going to be occurring, whatever that might be, and
17 then you basically do a linear projection of what that
18 growth might be. And I'm talking about land. You look
19 at land development activities. You look at what's
20 happening in the business as well as residential
21 communities and go from there.

22 When you talk about the more metropolitan
23 areas and I would catch I think if you looked at the
24 MSA, or Metropolitan Statistical Area, then the process
25 is the linear way of doing that has limitations and you

1 need look at it in a little more quantitative type of
2 way. And we do that basically by looking at -- by
3 using forecasting and quantitative econometric type of
4 models so that we can more accurately project what that
5 growth is going to be.

6 But to give you an idea of some of the
7 process that occurs with that, the first step we
8 generally geographically pinpoint all of the
9 developments that might be occurring in that area. We
10 gather data, cite specific data if we can to the extent
11 that we can do that. You look at things such as active
12 business developments, what developments might be
13 pending in that MSA. And you use all of this
14 information. We use all of this information to develop
15 some micro -- what I would call micro forecasting type
16 of models to figure out what the land use and product
17 forecasts might be.

18 The first step is to develop -- with all of
19 that data and information is develop land use forecast,
20 which is translated into product forecast, and then it
21 comes back to us technical type of folks in terms of
22 what network elements that might take or what network
23 elements we might have to purchase in order to satisfy
24 that demand.

25 The land use forecast then is used and

1 applied to help develop and derive that product
2 forecast by type of development that is anticipated or
3 that is found in that particular geographic area. Then
4 we take that information and use macro type of models
5 to try to estimate that aggregate demand absorption by
6 development.

7 Basically what I mean by that is we try to
8 target projections for, you know, the next time frame,
9 which generally most important or critical piece of
10 that is for the upcoming year. But to the extent we
11 can do that, we try to look three to five years out if
12 we can gather that kind of data.

13 Statistical analysis is used to, and
14 particularly the MSA's, to model and try to come up
15 with these land use forecasts. To give you an idea of
16 some of the variables that are used in that regard,
17 increase in office employment, occupied space,
18 absorption and construction. Sometimes those variables
19 are lagged a year because that's when the impacts are
20 felt.

21 Total and vacant space. Try to get an idea
22 and most of these variables that I've been talking
23 about have to do with the business side of the model.
24 Some explanatory variables for industrial use include
25 increases in manufacturing and wholesale, employment,

1 occupied space, vacant space. You look at retail as
2 well as wholesale industry to figure out some of that.

3 And then after you do all of that on the
4 business side, then you add whatever demographic
5 variables that seem to make sense on the residential
6 side. And you'll know when they make sense after you
7 run these models and come up with predictors.

8 And there is specific statistical techniques
9 that are used to determine what the best, quote,
10 unquote, fit is of the model as to whether or not it
11 accurately reflects what is really happening in the
12 industry. Or I should say in the geographic area that
13 you're talking about so you can accurately predict
14 telecommunications demand.

15 Some other things that occur with this in
16 this process is there are seasonal adjustments that are
17 made that are product forecasts that stem from that.
18 In other words, you take the aggregate demand that has
19 been forecasted in terms of those land use models that
20 I was talking about that try to aggregate or try to
21 predict what the demand is going to be, and then you
22 try and translate that into what is that going to mean
23 in term of products that we need to think about.

24 You make adjustments for square footage. For
25 example, if there's -- let's say a place that has

1 occupied space, vacant space. You look at retail as
2 well as wholesale industry to figure out some of that.

3 And then after you do all of that on the
4 business side, then you add whatever demographic
5 variables that seem to make sense on the residential
6 side. And you'll know when they make sense after you
7 run these models and come up with predictors.

8 And there is specific statistical techniques
9 that are used to determine what the best, quote,
10 unquote, fit is of the model as to whether or not it
11 accurately reflects what is really happening in the
12 industry. Or I should say in the geographic area that
13 you're talking about so you can accurately predict
14 telecommunications demand.

15 Some other things that occur with this in
16 this process is there are seasonal adjustments that are
17 made that are product forecasts that stem from that.
18 In other words, you take the aggregate demand that has
19 been forecasted in terms of those land use models that
20 I was talking about that try to aggregate or try to
21 predict what the demand is going to be, and then you
22 try and translate that into what is that going to mean
23 in term of products that we need to think about.

24 You make adjustments for square footage. For
25 example, if there's -- let's say a place that has

1 storage units and it's taking up 500 square feet.
2 Maybe the office is only 32 square feet so you have to
3 make that kind of adjustment because you want to
4 account for the growth. You don't want to account for
5 those aspects where it's not going to impact
6 telecommunication demand.

7 And then as I said, you add the residential
8 factors, which are things that you would normally
9 consider in that regard. Might be population growth,
10 demographics of the community and that kind of thing.
11 And so it can get very specific. What we try to do is
12 acclimate the model to the extent it will accurately
13 predict what that demand is going to be.

14 MR. HEASTON: I have no further questions.

15 MS. CREMER: Staff.

16 CROSS-EXAMINATION

17 BY MS. WIEST:

18 Q. Can you explain the alarm procedure for a
19 battery failure?

20 A. The procedure that's -- could you be a little
21 more specific? What would you like to --

22 MS. WIEST: For a battery failure, how is the
23 alarm procedure? What is the procedure if the alarm
24 goes off?

25 A The alarm -- and I believe this was talked

1 about also in the transcript that I read. But
2 basically what happens the alarm comes in and it's
3 termed a minor alarm because there still is power that
4 is available. But the alarm comes in and then the
5 within -- make sure you get the time right. Within two
6 to four hours there is a dispatch or decision made as
7 to what to do. In a power failure what you're talking
8 about generally there is that you get that alarm that
9 says it's gone to backup power is basically what the
10 alarm says.

11 Q. And then what are the procedures to deal with
12 that?

13 A. The alarm is checked out to make sure that
14 it's a valid alarm. Sometimes the alarms in the
15 equipment come in and it's maybe a faulty alarm. So
16 that is the first thing that is checked. And then
17 within two to four hours of the time that that comes
18 in, the procedure is that maintenance is dispatched to
19 go out and take care of the failure.

20 And what that might mean is generally on the
21 type of equipment that we're talking about would not
22 necessarily mean an immediate replacement of that
23 battery, although it might, you know, if the equipment
24 is available to do that. But it also might mean
25 supplying generator backup power. You have on a

1 battery the type of equipment that we're talking about
2 here the manufacturer specification is that those --
3 that backup power that you still have there in terms of
4 the battery will last seven to eight hours. It's been
5 our experience, however, that that's more commonly five
6 to six hours that you have before you basically don't
7 have any power.

8 Q. And in South Dakota you mentioned that
9 excluding central offices there are 112 subscriber line
10 carrier systems?

11 A. There are 125 locations where we have
12 subscriber line carrier equipment that fall in this
13 category that have backup battery power.

14 Q. I believe you mentioned that minimum was four
15 batteries but it was preferred that you would have two
16 sets?

17 A. Two sets of four batteries each that are
18 strung together.

19 Q. So in South Dakota of those 125 systems, do
20 you know how many have the minimum of four batteries?

21 A. There are 112 locations total, and all of
22 those locations have batteries. What we have found is
23 that 22 of them need to be replaced and need to have
24 something done where we put in some new batteries.
25 What we've done, we've made the decision, even though

1 we've tested, we've found some locations where the
2 batteries are working just fine, but we feel like
3 they're at risk because they're older than the
4 manufacturer specified time frame that they should
5 last. In other words, maybe in some location -- well,
6 let me just -- there's one that's been there for nine
7 years that we're going to replace because we feel like
8 it's too old. But it's working. It's testing fine
9 right now.

10 Q. Just for clarification, you mentioned 125 and
11 now you mentioned 112. Which is it?

12 A. If I said 125, that's erroneous. I meant 112
13 locations.

14 Q. And then getting back to my question, do you
15 know of those 112 how many just have the minimum of
16 four batteries in that system rather than the two sets
17 of four batteries?

18 A. Let me see if I can give you that answer.
19 Just looking at the sheet there, I have -- which
20 basically was as of a week ago, I'm showing that there
21 are four locations that don't have the two strings.
22 But there are also -- let me count. It looks like
23 there's 14 locations that have still not been tested so
24 -- that have not tested as far as having what we would
25 consider to be proper for that location.

1 Q. And for the locations that need to be
2 replaced, what exactly are you going to be replacing in
3 those situations?

4 A. Well, we're going -- what we're going to be
5 doing is -- let me see if I can get you some more
6 insight on that. We're currently in a process where
7 we're identifying and we have some test equipment that
8 currently when you got out there it will say good or
9 bad, but may not give you, you know, a little more of
10 that detail that you might want to know as to why it's
11 gone bad. So we're in the process of getting some
12 little bit better test equipment to help us with that.

13 But just to give you an idea of what we're
14 going to do, each one of those locations was visited
15 earlier this year. Some of the batteries were replaced
16 at that time. An effort was begun in March to
17 appropriate additional funds for batteries that were
18 determined to be needed to make sure that we have each
19 one of those situations addressed properly. Orders
20 were placed for the new batteries for many of these
21 systems. Those orders were placed earlier this month.
22 We expect that those new batteries would be on site by
23 September.

24 And what we're going to do as well is
25 evaluate every site, re-evaluate every site over the

1 next year to determine how it's working as well. But
2 another thing that we're doing, some other things that
3 we're doing is beginning routine maintenance schedule
4 of all subscriber line carrier systems. Actually,
5 we're shoring that up. We've had the procedures in the
6 place, but we're making sure they're followed. And
7 then we made the decision that any battery that is six
8 years old or older, we're just going to replace it.

9 And, let's see, there are probably some more
10 thoughts that I could give you. In a nutshell, those
11 are the primary things that we're doing, but hang on
12 just a minute here. Just in a word, the battery
13 routines: We're making sure those will implemented.
14 We're printing some updated manuals and making sure
15 that each one of our LNO, or local network operations
16 people understand what those procedures are and making
17 sure they go through the correct practices, as well as
18 replacing the batteries. So we're doing some things on
19 the managerial or operational side as well as the
20 equipment.

21 Q. Going to the issue on the cable shortage, so
22 then was the problem actually in the way U S West
23 ordered the cable, not that there was any actual
24 shortage of cable?

25 A. Well, the thing I guess I would say that the

1 heart of the problem was what you just said, was kind
2 of some internal problems that we had at that time. I
3 would say, however, that this kind of issue comes up in
4 the summer months that are primary months the
5 completing the construction because if you don't do it
6 during the season, then you have to do it when it's
7 cold and icy, and so that's when the greatest demands
8 for cable are.

9 And so what happened to us is we were in the
10 process of centralizing some operations, coming up with
11 new processes having this cable, this normal seasonal
12 type of cable problem that hit us all at the same
13 time. And I mean from a lot of things that happened at
14 the same time, I guess, the easiest way to say that.

15 Q. In your earlier testimony you mentioned some
16 numbers, I believe it was about cable replacement. And
17 one of the numbers of 500,000 kilometers, I believe.
18 Are those U S West total numbers?

19 A. Yes, they are.

20 Q. Do you have South Dakota specific numbers?

21 A. I do not have South Dakota specific numbers
22 with me. It was the reason that I thought those
23 figures were germane is because we order as a company
24 on -- and what we do is try to get the -- we try to get
25 the cable where it's needed at the time that it's

1 needed. The bottom line is that in 1995 that was a
2 problem. And South Dakota was one of those areas that,
3 you know, was on the short end of the stick in that
4 regard, and that was unfortunate.

5 MS. WIEST: That's all I have.

6 MS. CREMER: AT&T.

7 CROSS-EXAMINATION

8 BY MR. LOVALD:

9 Q. In regard to the growth forecasting, did any
10 of the forecasting -- or does any of the forecasting
11 that U S West does factor in growth for independent
12 telephone companies that U S West is interconnected
13 with?

14 A. Yes, it does. And I'm sorry for not having
15 mentioned that, but that's true. That's increasing. I
16 guess a concern that is of increasing importance to us
17 is to make sure and include those you kinds of factors
18 as well.

19 Q. What sort of factors do you look at?

20 A. Well, we look at the particularly -- and I'm
21 speaking on a company-wide basis primarily. But with
22 the advent of increasing interconnection in an
23 increasing multi-service provider environment, and what
24 we try to do is make sure those kinds of thoughts are
25 considered, particularly in regards to trunk

1 forecasting and capacity in our switches.

2 MR. LOVALD: I have no other questions.

3 MS. CREMER: MCI.

4 CROSS-EXAMINATION

5 BY MR. SAHR:

6 Q. Good morning, Mr. Nielsen. Regarding the
7 growth forecasting, when you were discussing the
8 methods that U S West uses, you mention in particular
9 that you primarily use MSA's, Metropolitan Statistical
10 Area.

11 A. We use that for the more -- the point I was
12 making is that in the metropolitan statistical areas we
13 use a more quantitative way of assessing what the
14 demand is. In the more stable communities, which often
15 includes some rural communities where you don't
16 anticipate a lot of growth, then those more
17 sophisticated models may or may not be necessary.
18 They're usually -- usually you can determine that from
19 a linear view of what the growth is going to be.

20 Q. So for the more rural areas you would not go
21 through all the steps that you did with the MSA's; is
22 that correct?

23 A. I would say that we would assess it and see
24 what's happening in that area. We might use a more
25 simplified economic model to do that. Usually when the

1 growth is stable, though, that's really the determining
2 factor more so than rural urban is, is what does your
3 growth look like. What kinds of things are going to be
4 proper predictors of what that demand is going to be.

5 Q. How many MSA's are there in the state of
6 South Dakota?

7 A. Is there one or two? My folks here tell me
8 there's two. I'm thinking of one, but I think that
9 there must be two then.

10 Q. Probably Sioux Falls and maybe Rapid City
11 then?

12 A. Yeah. That's the way I remembered it, but
13 I'm not sure. I know Sioux Falls is in there.

14 Q. I'm curious if you knew off the top of your
15 head.

16 A. Found out.

17 Q. Now, Mr. Heaston was discussing with you the
18 ISDN and the way it can be extended to reach customers
19 that are outside the 18,000 foot, or the 36,000 foot
20 with, I believe, it's a repeater loop; and you said you
21 thought that the customer bears the cost of that
22 extension. I was just curious if you had any sort of
23 handle on how much a cost would be per foot or per mile
24 or whatever would be the appropriate unit.

25 A. The issue as far as who pays is not one that

1 I'm going to address. The issue that I will address
2 that I have figures on is what it would -- what it
3 takes, what it would cost for each one of those three
4 situations that I outlined. For example, to remove
5 load coils in a loop, it takes about, in particular,
6 about 16 hours to do and costs about \$700, a little
7 over \$700 per line.

8 To remove bridge taps in a typical situation
9 takes about two hours at a cost of \$88.00 per line. To
10 create a loop extension for most of the situations that
11 one would come up against in this regard costs about
12 \$2,155. To add that repeater part, that's capital cost.
13 part of -- it's expense and would take about 20 hours
14 of work to do that. And so it would depend on the
15 specific situation. You know, if you wanted to talk
16 about examples, we could certainly get into that, but
17 that's what it would take.

18 Q. Thank you. I was just trying to see where it
19 might be cost prohibitive for commercial customers.
20 Then switching gears for a minute, when you're talking
21 about the testing of the 112 locations, you said that
22 now there's a routine maintenance schedule proposed or
23 in place. Could you discuss how often, if you know,
24 that the sites will be visited and tested?

25 A. The objective -- make sure I've got this

114

1 right here. Just a minute. I've got a variety of
2 technical topics here. Okay. The first thing is that
3 we're going through this big push now to replace all of
4 the batteries that are defective, or to add the
5 additional strings as might be required by location.

6 The second point that I mentioned we're going
7 through a process of updating and making sure that
8 everyone is aware of these battery replacement manuals
9 and then of the procedures of what to do, make sure
10 that every one, each one of the local network
11 operations personnel knows what to do in that regard.
12 And then I believe it is our intent -- and that's what
13 I was kind of looking for in my notes here -- to make
14 sure that we make at least one pass per year of those
15 to make sure that we have got that taken care of. But
16 that is something I'm going to need to confirm because
17 I don't have that right in front of me.

18 Q. And do you have any data on how often prior
19 to this routine maintenance schedule that the sites
20 would have been visited? I guess what I'm getting at
21 would they just be visited if they failed in the past,
22 or was there a tracking system on the age?

23 A. There were procedures in effect to manually
24 visit in a periodic time frame. The thing I can't
25 recall at this point, you know, was how often that

1 was. But we know that at least in one case that was
2 not being followed, so that's why we're undertaking
3 some efforts as well to make sure that the operations
4 personnel know exactly what the procedures are. And I
5 do not have the manual in front of me so I don't know
6 what specifically that is.

7 Q. And then my last question is about your
8 inventory procedures. You've talked about ordering
9 cable and ordering batteries. Do you keep -- I have no
10 idea. I'm new to the industry. Do you keep these
11 items, any sort of inventory on hand, or are they just
12 -- or is it just in time inventory procedures?

13 A. It's actually depending on the type of
14 technology. It's actually both of those things. It
15 would not make sense to keep a lot of batteries on
16 hand, for instance, because they have a shelf life just
17 like, you know, perishables, so it wouldn't make sense
18 to keep a lot of batteries on hand, but there's some
19 provision for that. It makes more sense, for example,
20 to have in a location proximate, you know, where some
21 of these are to have a backup generator because that
22 would be something you could fire up.

23 Q. And as far as cable is concerned, do you know
24 is that just in time as well? I.E. what I'm saying --

25 A. No, we have some inventory that we keep. You

1 have to manage -- keep in mind that you have to manage
2 the pros and cons of how much you keep on hand of that
3 because if you keep -- you need to keep enough on hand
4 to address these situations that we've been
5 discussing. But if you keep too much of it on hand,
6 that's also a problem because there's interest during
7 construction that's being charged. There's problems
8 with just maintaining too much inventory.

9 But basically what we have is a combination
10 of what you've been saying as well as agreements with
11 vendors to make sure we've got that. And the good news
12 in today's environment is that we have backup vendors,
13 not just the one or two that we were initially working
14 with. And our primary vendors got backup agreements as
15 well if they run short.

16 MR. SAHR: Thank you very much. I have no
17 further questions.

18 MS. CREMER: Commissioners?

19 CHAIRMAN BURG: I have a couple. What's the
20 difference like if you only have the four battery
21 line-up instead of the two banks of four batteries? Is
22 that adjustment of time?

23 A. It's additional assurance or insurance. You
24 know, if you keep in mind you've got the commercial
25 power. The primary reason for having the backup

1 batteries is so that when -- or if that commercial
2 power goes out, that you have a backup so it would be
3 operational. It would be perfectly fine just to have
4 the one string of four batteries, but it's better if
5 you have two strings of four batteries. Because what
6 the batteries do is, you know, if one fails, then
7 you've got a second set. And so now it's better if you
8 can do that. It's just that we're not able to do that
9 in all of the locations, at least, or haven't been able
10 to do that.

11 But, you know, a third fail-safe is
12 basically, you know, having a generator that you can
13 get to. As you well know, there's some issues with
14 that as well. You know, the idea is to make sure that
15 it's continuously powered. Those batteries, too, are
16 continually refreshed, as I think was brought up
17 earlier, by the commercial power. You know, but once
18 in a while you get caught, you know.

19 CHAIRMAN BURG: But if you have the two banks
20 of four instead of just one, is that longer time or
21 just more dependability?

22 A. It's just backup; it's just more
23 dependability.

24 CHAIRMAN BURG: You aren't going to extend
25 the amount of time?

1 A. I guess if you have the one battery set --
2 I'd have to get a more specific answer to that, I
3 think. But I believe the way that it -- the way that
4 it works is just additional assurance that when that
5 first set goes bad, then you've got the second set.

6 CHAIRMAN BURG: Do you know of these 112
7 sites, do you have generators at any of them?

8 A. We don't generally keep the generators at the
9 remote sites because of a couple of issues. What we do
10 is keep the generators at central office locations.

11 And there's a couple reasons that we do
12 that. If we had a generator sitting there, you have
13 two problems. You have the problem of gearing it up,
14 or getting it started. Let's say it's real cold
15 weather. Let's say it was 30 below. You might not get
16 that generator started. The procedure is to have that
17 generator loaded on a trailer that you start in the
18 central office and then keep it running until you go
19 out to the location. And generally it's -- I don't
20 know if it's exclusively so, but it's generally within,
21 you know, maybe 20, 25 miles that you would be able to
22 keep that thing running so you'd get out there.

23 The second problem you have is even if we had
24 a generator there, there's not always the assurance
25 that we'd have the properly-trained personnel to go out

1 and do it. And if they got out there, as I mention,
2 they may not be able to get it started as well. So the
3 procedure is to start it in the central office and take
4 it out there to the location so that you're assured
5 that you can get the equipment rolling again.

6 CHAIRMAN BURG: So the only time this would
7 occur to have a generator on site then would be after
8 the fact of a failure?

9 A. You have the generators on site at the
10 central offices.

11 CHAIRMAN BURG: What I mean the only way
12 you'd have them on site where they're needed would be
13 when you actually have a failure.

14 A. After you've had a failure that maybe you've
15 got -- you know, the decision has got to be made if you
16 get a minor alarm, how do you get -- you know, is it
17 important enough or is it critical for us to get a
18 generator there. Okay, that's a managerial decision
19 that's got to be made. And that alarm is telling you
20 that the commercial power has failed.

21 CHAIRMAN BURG: Right. Going to ISDN for a
22 minute, you talked about removal of the load coils.
23 What was the purpose of the load coils?

24 A. You need to have load coils when you have
25 voice communications on copper twisted pair because you

1 have cross-talk beyond -- in other words, what I mean
2 by cross-talk, you have interference between the two
3 pairs of wires that you're communicating with if you
4 don't have load coils on it.

5 So basically the way to think about it,
6 Commissioner, is that you need to have load coils for
7 the analog voice transmission. Once you take those off
8 and condition it for ISDN, then you're using digital
9 transmission. And when I use ISDN, in this sense I'm
10 talking about 2-B plus D.

11 CHAIRMAN BURG: So whenever you do condition
12 a line for ISDN, you have switched from analog voice to
13 digital voice; is that right?

14 A. Yeah. You're talking about a bit string when
15 you're talking about ISDN.

16 CHAIRMAN BURG: Then you don't need the load
17 coils?

18 A. You don't need the load coils.

19 CHAIRMAN BURG: That was basically the
20 question that came to mind, if you have a need to have
21 load coils, what happens when you take them off? What
22 you're saying, you're changing the technology; is that
23 right?

24 A. Right. What you're actually doing,
25 Commissioner, is taking the line from analog to

1 digital. Analog requires the load coils for voice
2 transmission and the digital does not.

3 CHAIRMAN BURG: Are these load coils, is that
4 something that can be reused?

5 A. I don't know. I don't know whether those can
6 be reused or not. It's a pretty simple affair when you
7 think about them. What you're basically doing, the way
8 it was explained to me and I can understand where the
9 explanation is derived from, you're basically taking
10 the twist out of the pairs when you put on those load
11 coils. But, simply stated, if you have the line, you
12 know, if I'm looking at the line in front of me, load
13 coils are just coils around the line. But from an
14 electrical standpoint, it takes out the concern for
15 cross-talk.

16 CHAIRMAN BURG: Are those -- Okay. Those are
17 needed at 3,000 and then there after 6,000 from the
18 central office; right?

19 A. Yes.

20 CHAIRMAN BURG: Would it be accurate to say
21 they're also a booster?

22 A. No. They're not boosting the signal. You
23 would use repeaters or regenerators for that.

24 CHAIRMAN BURG: Okay. That's all I have.

25 COMMISSIONER SCHOENFELDER: Good morning. I

1 have several I'd like to ask you. Let's go back to
2 your network maintenance. You talked about new manuals
3 that you have out and new procedures for people to do
4 the battery maintenance. Does that also concern the
5 rest of the network maintenance?

6 A. The procedures that I was talking about are
7 specifically for battery routines.

8 COMMISSIONER SCHOENFELDER: Okay. When you
9 do network maintenance, I'm assuming that you keep a
10 record?

11 A. Yes, there's a record kept.

12 COMMISSIONER SCHOENFELDER: Are there
13 requirements for certain parts of the network to be
14 maintained on a continuing basis, different
15 requirements for different parts of the network?

16 A. I know that the requirements would be
17 different for different parts of the network. I would
18 have to do that investigation for you to find -- you
19 know, if you're interested in specific parameters. I'm
20 assured that they exist though.

21 COMMISSIONER SCHOENFELDER: But you must have
22 some way that you are assured and you talked about some
23 ways of checking to see where the network was weakest
24 or where you would expect failure. You must have some
25 way, then, to assure you if you are responsible for the

1 network and for the operations of that network that
2 says the network is in good shape here. It was
3 maintained at a certain time, and then I therefore have
4 a record, whether that record is paper or electronic,
5 that assures me that personnel -- and I think you
6 called them local network operations people. My
7 terminology would be linemen. I guess it doesn't make
8 any difference. They're the people that know what to
9 do out there.

10 A. There are records they keep.

11 COMMISSIONER SCHOENFELDER: Those people keep
12 records that you can check so when you go into a
13 location -- let's use the Pierre office -- you know how
14 that network has been maintained. And from the Pierre
15 office outward from that central office, you have
16 documentation to prove that the network schedules or
17 the maintenance schedules have been kept up with and
18 for your own information as well as for others in case
19 that was questioned?

20 A. I'm sure that there are those documentation
21 that exists. I'm aware mostly of the records that are
22 kept to find the trouble. It sounds like you're asking
23 for, you know, kind of beyond that.

24 But to give you an idea of some things that
25 exist, there's a facility replacement quick sheet, as

1 it's called, that once that trouble has been
2 electronically identified and requires replacement,
3 then that's the sheet that is filled out that goes to
4 either service assurance or capacity provisioning.

5 There is -- let's see, there's a trouble
6 shooting work sheet that's used to determine and
7 documents the troubles that are found, and then from
8 that to draw up the job and capacity provisioning to
9 replace the cable section. Those are just some
10 examples of the field-driven means of getting that
11 cable replaced so, yes, there are records.

12 COMMISSIONER SCHOENFELDER: And those records
13 are maintained in each central office or at your
14 network's operations in Sioux Falls, or Denver, or
15 where, do you know?

16 A. I would need to find out exactly. I know
17 there are some records that are kept right at the
18 central office, but I don't know the extent of that.

19 COMMISSIONER SCHOENFELDER: Let's talk about
20 your local network operations people for just a
21 moment. Do they have the power on their own when
22 they're in the field and they find a problem, to fix
23 that problem, or do they have to have clearance from
24 someone?

25 A. They've been given the direction that when

1 they -- let's say they're responding to one of these
2 trouble tickets that I referred to earlier and they go
3 out. They make a determination when they go out there
4 either to fix it or to refer it for replacement, so,
5 yes, they do.

6 COMMISSIONER SCHOENFELDER: So to refer it
7 for replacement would take how long ordinarily
8 depending upon -- and I know this is really hard
9 because it would be depending on the situation and the
10 requirement there. I'm talking about a response time
11 here.

12 A. I think that that can vary. It's something
13 that is -- it has to be taken into a prioritization
14 type of process. I mean it's a managerial process,
15 particularly if it's something that the replacement
16 schedule for the coming here or what have you. If it
17 is an emergency type of situation, those are generally
18 taken. In other words, somebody is out of service is
19 the type of issue that would be addressed more
20 immediately than something that, you know, is maybe
21 felt like it could wait. You know, that's a local
22 network operations type of decision, managerial
23 decision, that needs to be made.

24 COMMISSIONER SCHOENFELDER: Is that person in
25 the field able to make that decision? And I want to

1 give you an example. I am a person in the field that
2 works for U S West and I know that I have an on and off
3 problem that comes and goes in a certain area. I also
4 know because I happen to live in that area that down
5 the street is a person who needs to have a heart
6 monitor. Am I empowered, then, to fix that because of
7 that situation as opposed to my residential phone that
8 I use once a day?

9 A. I think that in a case like that, it would
10 need to come -- I mean we would need to have a call
11 come in, I mean, maybe to the repair office because
12 that sounds like a situation that, you know, wouldn't
13 be recognized through the type of surveillance program
14 that I'm talking about. The empowerment that the
15 technician has that when that request comes in or that
16 indication of a trouble on the line, they're empowered
17 to as they go out there and use manual test equipment
18 to look at it, they're empowered to either fix it or
19 refer it for replacement. The type of situation that
20 you're talking about, I think, is probably something
21 that would come to us from a business office
22 standpoint; and those are procedures that I'm not as
23 familiar with.

24 COMMISSIONER SCHOENFELDER: But your person
25 in the field, if they have knowledge of this, they have

1 the power to fix it?

2 A. You're talking about a field technician?

3 COMMISSIONER SCHOENFELDER: Right. You take
4 their knowledge of their area into account and leave
5 them some power as to decision making power as to fix
6 this immediately in an emergency situation, or a
7 situation they might deem an emergency?

8 A. I think that that would have to be considered
9 on the specific situation. I mean there's a certain
10 amount of power and control that they have in that
11 regard, but there's certain procedures that they need
12 to follow as well. And not being familiar with a
13 specific situation, I think that would be something
14 that, you know, would have to take a closer look at.
15 But if it's something -- again, if it's something that
16 comes through the business office, you know, that's
17 something a little bit out of my area as far as
18 understanding how that procedure would work. The area
19 that I'm more familiar with is, you know, trouble on
20 the line the way that we've been talking about. And
21 they do have some empowerment for that.

22 COMMISSIONER SCHOENFELDER: So if you have
23 trouble on the line, if you have repeated trouble in a
24 certain area, do you -- does your part of the company
25 check with the repair -- the people who take the phone

1 calls for the repair service to see if it was on the
2 network planning?

3 A. Certainly.

4 COMMISSIONER SCHOENFELDER: As you look for
5 trouble spots, you cross-check, I guess, would be the
6 right terminology?

7 A. Absolutely, yes.

8 COMMISSIONER SCHOENFELDER: Okay. I was very
9 interested and very impressed by your forecasting
10 methods and by the sophistication that you use. And I
11 don't know that this has been a problem in this
12 construction year. I think it might be too early for
13 us to tell at the Commission. I would rely on your
14 expertise in this area.

15 However, in the past -- and I guess I'm going
16 to give you an example and then you tell me if you've
17 done something to improve those conditions and how it
18 works internally at the company. If there's a new
19 construction area on the outskirts of Sioux Falls, you
20 know, there's a pedestal out there that has so many
21 pair in it. But when the -- and you've already had a
22 call and they've told you they're doing construction.
23 But when you go to hook up the newly constructed
24 apartment building, house, office building, whatever
25 that may be, suddenly you're out of cable pair there

1 and you have to go back to the central office and run
2 cable out there again. How many of those situations do
3 you know about now? How many times do you run into
4 this and what has the company done to alleviate that?
5 And I know that's a lot. I don't know how to explain
6 it any other way, or to ask it.

7 A. I would just say this is very definitely a
8 science as well as an art. And with trying to predict
9 what is going to happen even in the coming year is
10 difficult. In a situation like that, I would say as
11 quickly as that is known and if the forecaster is doing
12 their job from a particular area, they would know about
13 those kind of situations. Then that is input that is
14 fed into the process.

15 Now, don't forget what we're talking about
16 here is trying to get a view of aggregate demand for
17 telecommunication services in general. That needs to
18 then be translated into the more specific type of
19 models that have to do with product determination, as
20 well as determination of which network elements that
21 need to be purchased, in what amounts, and in what time
22 frame. And so, you know, the degree of sophistication
23 that that takes, it's really an art to make sure that
24 it doesn't -- you know, the sophistication doesn't
25 overextend what's really needed there.

1 In a situation like you're talking about, if
2 there's ways to cut through and make it a more
3 expeditious way of doing that, I'm sure that we're
4 interested in trying to improve those processes as we
5 go along.

6 COMMISSIONER SCHOENFELDER: But in this
7 planning process and as you plan for new construction
8 and there's no communication everywhere in U S West
9 territory, I'm sure. As you plan for that, does South
10 Dakota wind up on a prioritization list? In other
11 words, is this not such a high priority and so we're
12 not going to order cable pairs there?

13 A. I don't --

14 COMMISSIONER SCHOENFELDER: Or what kind of
15 investment are we going to make there?

16 A. I don't think in that sense it's that much of
17 a determinant because in South Dakota, just as every
18 state, the budget is determined separately. In other
19 words, what is the needs for that particular state.
20 What happens is that all of these projects then -- and
21 I'm kind of talking a little bit longer term out over a
22 year, what happens then is that these projects are
23 lined up and then some kind of determination given
24 finite resources determination has to be made. Quite
25 frankly, in South Dakota it's -- South Dakota in the

1 past has more often or not been near the top of the
2 heap. And you're seeing that through, I guess, two
3 primary examples would be the fact that you have -- I
4 think it's almost exclusively now digital switching as
5 well as these two very premier fiber rings. I think
6 that is -- there's nowhere else in the U S West
7 operating territory we've got fiber rings like this
8 that cover such wide areas. I think that's a real
9 feather in the cap for South Dakota.

10 COMMISSIONER SCHOENFELDER: What can we do to
11 get to the top of the heap?

12 A. What's that?

13 COMMISSIONER SCHOENFELDER: What can we do to
14 get to the top of the heap?

15 A. I don't know that there's that much of --
16 there's that much of a difference there. But I can
17 tell you that the telecommunications network in South
18 Dakota is very premier. I mean it's particularly in
19 the interoffice facility and the switching network. I
20 don't think that means there's not room for
21 improvement. And, you know, maybe we should be
22 spending a little more time on operation procedures and
23 some issues that you've brought up, the Commission has
24 brought up. But I think from a technology standpoint,
25 which is where I'm coming from, it looks pretty good in

1 South Dakota.

2 COMMISSIONER SCHOENFELDER: Okay. Let's go
3 back to the cable supply. When you need cable -- and,
4 obviously, I understand your concerns about the
5 inventory on hand and the investment in the inventory
6 that's on hand. I also understand that some of the
7 cable needs to be ordered and you have an overall
8 inventory budget, so to speak, for the whole company.
9 However, what is the turnaround time, if you are in
10 Pierre and you need -- and I understand there's
11 different kinds of cable for different needs, or at
12 least I would assume there are. So how much do you
13 keep on hand and how quickly can you respond in case
14 you have a cable failure? And I'm not talking about
15 fiber or the fiber backbone. I'm talking about the
16 cable from the central office to a bank or in a growth
17 area. How much time can we at the Commission
18 reasonably expect U S West to have cable on hand ready
19 to put in the ground, or overhead, or wherever it is
20 that you need it?

21 A. I don't know I can specifically answer that
22 because it's going to depend on the situation and the
23 kind of cable. Because we do have -- even copper
24 cable, as I mentioned earlier, comes in lot sizes, and
25 we would need to have the lot size on hand, or we would

1 need to be able to get it quickly. And I can certainly
2 check and get more specific on that, but I think the
3 answer to that is it does depend on the situation.

4 COMMISSIONER SCHOENFELDER: But do you keep
5 on hand in Pierre anywhere in a warehouse the basic
6 needs that you might need, or you could reasonably
7 expect to need within the next year for supplies of any
8 kind, not just cable?

9 A. Yes. We also have central places where we
10 keep equipment. But because you don't always know what
11 kind of equipment that you're going to need, there's
12 concerns about keeping too much of that because --

13 COMMISSIONER SCHOENFELDER: I understand
14 that.

15 A. As you know, you know, we need to be able to
16 not have the inventory level too high because we need
17 to recover on it. And this equipment, particularly
18 electronic type of equipment, and even the batteries we
19 talked about, has a certain life to it, and you have to
20 be concerned about that. But we keep things such as
21 plug-ins, which are basically little electronic units
22 we use in the central office. And we do keep some
23 inventory on hand, but we have to manage that
24 carefully.

25 COMMISSIONER SCHOENFELDER: I want to talk

1 about ISDN when you talked about the cost. And I think
2 you answered Mr. Sahr's question as to the costs of
3 removing the load coils, removing the bridge taps, and
4 the loop something or other. The costs of that, isn't
5 that truly what ISDN -- isn't that truly -- ISDN truly
6 means to convert my twisted copper pair from analog to
7 digital?

8 A. No.

9 COMMISSIONER SCHOENFELDER: Isn't that what
10 ISDN is?

11 A. No. What those costs are to get you to a
12 line to create a path for you so you can have ISDN.
13 Because there's a certain -- the terminology ISDN,
14 integrated services digital network, what you're doing
15 is you're creating that network. And what you have to
16 do in some cases, not all cases by the way, but in some
17 cases you need to create the environment so that you
18 can have that signal sent out to be plus D's. ISDN is
19 a service. And what you're doing with these other
20 costs is creating the environment so you can establish
21 the service.

22 COMMISSIONER SCHOENFELDER: However, I
23 believe that all central offices U S West has, if I
24 read -- if I understood what we had in the last -- in
25 the testimony in the last hearing previous to this,

1 that you can provision the Chamberlain office for ISDN
2 out of Pierre so it's in the central office. However,
3 if I live beyond three miles, or my business is beyond
4 three miles from Chamberlain's central office out, then
5 there's additional cost to me to condition that line.
6 Is that what you're talking about here or is --

7 A. I think what talking about, Commissioner, and
8 I'm not sure but --

9 COMMISSIONER SCHOENFELDER: I'm not sure
10 either. I'm asking you.

11 A. Okay. In reading the transcript, it looked
12 to me like there was some confusion between the
13 limitations of a distribution area, which I felt like
14 Mr. Lehner explained very well. But there may be some
15 confusion between those limitations, having those
16 limitations with ISDN vis-a-vis one way of providing
17 ISDN, which is we refer to as EIA, or extended ISDN
18 availability, I think, is what that stands for. And
19 basically what that is, Commissioner, is the ability to
20 take an office that is capable of providing -- a
21 central office that is able to provide ISDN and
22 remoting that capability to a remote office. And I'd
23 be more than happy to explain that if that's --

24 COMMISSIONER SCHOENFELDER: I understand that
25 part of it. I understood that part. It's if I have

1 the business beyond the central office, beyond the how
2 many kilofeet it is, that 18,000, is that what it is?

3 A. That's 18,000 feet or 18 kilofeet.

4 COMMISSIONER SCHOENFELDER: That's beyond if
5 I live too far beyond the central office and I wish to
6 have my business equipped with ISDN, there is an
7 additional conditioning the loop cost?

8 A. What you're doing, Commissioner, is adding --
9 you would need to add a repeater. You'd have to make
10 sure the load coils are removed and remove the bridge
11 taps and all of that together is under the umbrella
12 term conditioning.

13 COMMISSIONER SCHOENFELDER: And those costs
14 that you gave to Mr. Sahr, are those the costs to U S
15 West, or are those the costs to the customer?

16 A. Those are the costs it would take us to do
17 that. Those are the costs that I'm familiar with. I'm
18 talking about costs. I don't know the price.

19 COMMISSIONER SCHOENFELDER: So but I am --
20 I'm looking at the new statute that says that you have
21 to have ISDN and there's an affordability standard in
22 this statute. And so I'm looking to see, you know, if
23 that is the cost, a U S West cost, and that is the cost
24 to U S West?

25 A. That's -- when I investigated this and we

1 looked at what it would take to do that, that's our
2 cost. The way that that was generated, for example,
3 for load coils, we calculated that it would take about
4 16 hours of labor to unload the coils in a loop at a
5 cost of about \$44.00 an hour, or in other words, \$700.
6 For bridge taps we figured it would take two hours at a
7 \$44.00 an hour, or \$88.00 a line. And to extend the
8 loop -- and there would be different reasons for
9 extending the loop. The price per repeater would be
10 \$1,549 capital costs with an additional expenses of
11 \$606.00 per line for a total of \$2,155 per line.
12 That's Dan Nielsen's figures for what it looks like it
13 would cost for the investigation that we do, but I feel
14 they're good estimates.

15 COMMISSIONER SCHOENFELDER: And then finally
16 you talked about alarm procedures for battery failure,
17 and I want to make sure that I have understood this
18 correctly. When the power fails to the network so that
19 the commercial power fails to the network, do you get
20 an alarm then?

21 A. Yep. That's called a minor alarm. That
22 means at that time, that location, the commercial power
23 has failed and you are now on battery power.

24 COMMISSIONER SCHOENFELDER: Is there any
25 monitoring system that assures you that the battery has

1 kicked in?

2 A. If the battery did not kick in, you should
3 get a major alarm that says, no, there's no power in
4 this office.

5 COMMISSIONER SCHOENFELDER: So there's two
6 alarms?

7 A. Yeah.

8 COMMISSIONER SCHOENFELDER: Okay. I just
9 have one final question. And, you know, due to where
10 technology is going now and due to the expectations of
11 the public, who they may be my constituents, but
12 they're your customers.

13 A. Absolutely.

14 COMMISSIONER SCHOENFELDER: And due to how
15 little some of the equipment is attached to the
16 telephone network in this day and age, does U S West
17 have any plans to upgrade their response time, their
18 monitoring time, and just the general lack of time it
19 -- or the amount of time it takes to respond to calls
20 for repairs, for calls of network failure?

21 A. We're very interested in keeping the time to
22 a minimum that it would take to respond. We're
23 interested in using the best equipment that we can
24 afford to purchase in order to help us do that. We're
25 dependent also upon the vendor community to come up

1 with the kind of equipment that we would purchase that
2 would help us to do that, but, yes.

3 COMMISSIONER SCHOENFELDER: But I think you
4 used the word interested. I would think it would be
5 imperative that U S West have this kind of more
6 reliability as you move -- we move to be more and more
7 dependent upon this telephone network.

8 A. I think and it sounded to me like you were
9 referring more to the procedures in the way of doing
10 business more than the technology; is that correct? I
11 mean either way, we're very concerned about that in
12 making sure that we're employing the most efficient
13 procedures that we can. We've spent a lot of time in
14 coming up with and improving procedures that we have.
15 Sometimes even when you have the best procedures, you
16 need to shore up and make sure that everyone is
17 following those procedures. So, you know, there's that
18 issue as well in addition to the technology aspect.

19 COMMISSIONER SCHOENFELDER: It seems to me
20 that economically it should be extremely important to
21 U S West, I think, to many businesses in this state, as
22 well as to most residential people, the mind set is
23 that the network needs to have increased reliability
24 all the time. And I'm assuming, and if my assumption
25 is wrong, please straighten me out, that U S West has

1 internal procedures to keep continually upgrading this
2 network. And in South Dakota we know that there are
3 places where we really do not have a lot of network
4 reliability. And I'm not talking about the SONET ring
5 technology. I'm talking about the reliability from the
6 central office to my residential residence or to my
7 business. And you must have replacement plans in place
8 within your company also to replace old outside plant?

9 A. Yes, we do. It becomes, again, a decision as
10 to what you do where and in what time frame is what it
11 comes out to. But we are very concerned about that.
12 We have plans as well as what I might refer to
13 affectionately of visions of where we'd like to take
14 this. The term plan often has a connotation with it
15 that it's also funded and it's not always the case.
16 But, yes, we're very concerned about that.

17 COMMISSIONER SCHOENFELDER: Thank you.
18 That's all I have at this time.

19 COMMISSIONER NELSON: I guess I have a few
20 questions. I need to word them so they're not too
21 offensive will be a challenge. I guess I'm pretty new
22 to this, but it seems to me -- can we agree that -- you
23 talk about a cable shortage, and tell me what that
24 means to you.

25 A. A cable shortage is when you don't have

1 enough facilities, or cable in this case, at the
2 location that they are needed.

3 COMMISSIONER NELSON: Okay. Because a cable
4 shortage to me says that if I'm a telephone company
5 that know before is cable available. Would you agree
6 that that's not exactly why you had a cable shortage in
7 1995?

8 A. The point that I will agree with is that we
9 had both factors in use at that time. We did have, as
10 we have every construction season, limitation on being
11 able to get the cable, but we also had the other
12 factors that I mentioned. And, I mean, I'm not trying
13 to diminish the importance of those because we did have
14 those issues as well.

15 COMMISSIONER NELSON: I'm not sure that -- I
16 guess if you don't ask the right question, you don't
17 get the right answer. And exactly in my mind, I want
18 to know if cable was not available, or if we had
19 management decisions by the company that made cable not
20 available. Mostly to you -- I mean, I realize that
21 when your company -- you have a budget, you have an
22 inventory, and it all boils down to dollars and
23 economics. And was it an economic management decision
24 that said that the cable maybe wasn't there, or was it
25 really that in this country there wasn't availability

14/3

1 of cable?

2 There's a difference in my mind about whether
3 or not I decided on a budget I have X number of dollars
4 to spend so it -- and I'm not willing to spend anything
5 less than that. And I make a management decision to do
6 something else or to -- and in this case it happens to
7 be poor quality of service. So I mean if it's a
8 nonavoidable poor quality of service, that's one
9 thing. But if somebody made a management decision and
10 based on economics and all the other things that go
11 into running a business, the cable wasn't available,
12 that's entirely different.

13 A. I really think that we -- you know, I don't
14 want to minimize the importance of that because I think
15 we did have a problem managing our inventory. I really
16 do. I think we had a problem. As I pointed out
17 earlier, we had incredible demands that year all over
18 and our serving territory as well, including South
19 Dakota. If that's -- I'm agreeing with you that, yes,
20 we did have a managerial problem. We also had a lot of
21 demands on our time. There was a problem nationally,
22 but, you know, I don't think that that was an excuse
23 for us. I think that we did cause a lot of our own
24 problems at that time. So we were doing some things
25 internally that I mentioned. You know, we had new

1 suppliers we were trying to work with. At that time,
2 as I mentioned, we had five times the demand that we're
3 currently experiencing as far as cable orders. And,
4 yes, it was a problem for us.

5 COMMISSIONER NELSON: Okay. Because in my
6 mind I'm hearing today -- and if it's not right, then I
7 want somebody to correct it because I don't want to
8 continue thinking in my mind something that's not
9 accurate. Because in my mind it seems to me that you
10 your company didn't have cable, but cable was
11 available.

12 A. There was cable available. There were some
13 difficulties obtaining it.

14 COMMISSIONER NELSON: Okay. Thank you. And
15 then back to these batteries and the reliability, you
16 said there were 112 sites in South Dakota where you
17 rely on battery backup; is that right?

18 A. Those are sites that are external to central
19 offices. That include batteries that might be at the
20 central office.

21 COMMISSIONER NELSON: Would those be sites
22 that are like Junius or in the Madison area in my
23 mind? Is that the kind of a situation where those 112
24 sites would be like?

25 A. It would be sites similar to Junius. I'm

11/4

1 talking about external or remote sites. That was the
2 question that came to me was, you know, the situations
3 where we have facilities where we have batteries that
4 are external to the CO, and those are basically
5 subscriber line carrier locations.

6 COMMISSIONER NELSON: So you said there were
7 112 sites and you found only 22 of the 112 sites really
8 that had a problem; is that right?

9 A. That's right, that we've been able to
10 identify.

11 COMMISSIONER NELSON: You had 22 that you
12 found to be a problem and you have at least 14 that you
13 haven't gotten to; is that right?

14 A. That's right.

15 COMMISSIONER NELSON: So we really know that
16 only about 50 percent of them -- in other words, we
17 don't really know if they're a problem or not a
18 problem?

19 A. Even the ones that we've identified that
20 tested fine, we're going to end up replacing some of
21 those because they're beyond -- they're working fine.
22 Okay? But the battery is getting old. We've made a
23 decision to replace them anyway.

24 COMMISSIONER NELSON: How much does it cost
25 for these batteries at these 112 sites? Are they all

11/5

1 the same price?

2 A. They're generally the same technology. Let
3 me see if I can get you some specifics on that.

4 COMMISSIONER NELSON: In other words, the
5 question is basically how much per site does this
6 battery system cost?

7 A. A minimum replacement cost per site for two
8 strings of batteries, which would be eight batteries,
9 four on a string, would be \$1,200; and these are Hawker
10 B-6 batteries that I'm talking about, which is -- I'm
11 not sure it's exclusively what we're purchasing, but
12 that would be a good example. I think it's most of
13 what we're replacing.

14 COMMISSIONER NELSON: To your knowledge, that
15 would be the best technology that's out there?

16 A. Yes.

17 COMMISSIONER NELSON: So it would be?

18 A. It would be the appropriate technology for
19 the allocation.

20 COMMISSIONER NELSON: And prior to this
21 battery backup system what kind of system had you used?

22 A. We had batteries in all of these locations,
23 but in some locations they were found -- as I've
24 mentioned earlier, where they were found to be bad,
25 which basically means when the commercial power would

14/6

1 go out, then the batteries wouldn't kick in either
2 because they were too old --

3 COMMISSIONER NELSON: So for at least at
4 these 112 sites batteries were always the mode that we
5 used to back up?

6 A. To my knowledge, that's correct.

7 COMMISSIONER NELSON: There wasn't another
8 kind of technology you used?

9 A. There was another technology that I believe
10 you're aware of with the -- also if the battery goes
11 out, or it looks like it's about to go out, then we'll
12 have a generator as another technology that we use.
13 And I've explained about that.

14 COMMISSIONER NELSON: What would it cost to
15 put backup generators there?

16 A. As an example, backup generators like the one
17 in Madison cost about \$25,000. They're mounted on a
18 trailer. To give you an idea of the size, they're 6 x
19 4 x 4, generally, length, height and width. There are
20 some concerns about putting backup generators in all
21 such locations because it would not be -- it would not
22 necessarily be the best decision to do that. There are
23 -- as I think I mentioned earlier, if we had a
24 generator out in one of those locations -- keep in mind
25 we're talking about a remote location that's not

1 environmentally controlled. It probably would not run
2 anyway if we left it there because you wouldn't be able
3 to start it in sub zero weather necessarily.

4 There's also liability concerns for us if we
5 don't have the right personnel that's trained to
6 operate it at U S West Communications. So, you know,
7 what we have to do is locate these generators in
8 approximate locations, i.e. where a central office is
9 located, so that we can make sure and handle these
10 environmental concerns. You have to be able to start
11 the generator in a warm, for example, environment.

12 COMMISSIONER NELSON: If you had -- of the
13 112 sites where you have generators, or that have
14 battery backup, right?

15 A. We don't have generators.

16 COMMISSIONER NELSON: How much -- how far
17 away is it from the central offices at all of these 112
18 sites?

19 A. I would have to look that up specifically and
20 find out on a map. It is my understanding that you
21 would be talking about a -- maybe not exclusively so,
22 but you would be talking probably within about 20
23 miles, I would think. But I would to have check on
24 that number specifically, Commissioner, if you need to
25 know that.

1 COMMISSIONER NELSON: I'd like to know how
2 far they are.

3 A. I'd have to look at a map.

4 COMMISSIONER NELSON: Basically most all of
5 them, would you say? Would it be safe to say no more
6 than 20 miles at all 112 sites? Would the distance not
7 exceed 20 miles?

8 A. It's my guess that's the case, but I would
9 have to look at that specifically if you're interested
10 in knowing that because I don't know the information.

11 COMMISSIONER NELSON: I guess I'd kinda like
12 to know that. And of these generators that we have --
13 or these battery backup systems that we have, how old
14 are -- I mean, can we find -- can we get -- is it
15 available how old each of the battery systems are at
16 the 112 sites?

17 A. Yes. I can get that information for you.

18 COMMISSIONER NELSON: I'd appreciate that.

19 A. Okay.

20 COMMISSIONER NELSON: Thank you. Would the
21 battery thing also the -- could -- I think I
22 established in my own mind, at least for myself, that
23 the cable shortage thing was cable was available but
24 the company didn't really have it. In the battery
25 situation, is it also fair for me to assume that that

1 also could be an economic decision made by a company?

2 A. It's economic. But when you're talking about
3 batteries, you remember, they're perishable and there's
4 a concern about if we have inventory of batteries on
5 hand, they're aging as we inventory them. So it's kind
6 of you have to figure out what's the benefit cost of
7 being able to do that. And we would have -- I'm
8 certain we would have some on hand, but you have to be
9 real careful how many you have on hand because that's
10 kind of like having a loaf of stale bread in your
11 cupboard. I mean if you keep them long enough, it
12 isn't worth keeping.

13 COMMISSIONER NELSON: What could we do to
14 make these batteries more reliable?

15 A. I think that question would be best asked to
16 the vendor community because they're the ones that we
17 rely on for battery. I do know that battery technology
18 has improved over the years, but there's limitations.

19 COMMISSIONER NELSON: Right. But you said
20 like when we were talking about the SONET system, SONET
21 ring things, that one of the reasons it was very
22 reliable is that we had rectifiers backing up
23 batteries.

24 A. And you're in the central office. You're in
25 a much more controlled environment.

1 COMMISSIONER NELSON: So what would like
2 trickle charges do for this battery backup system?

3 A. I don't know. I would have to find out more
4 about that.

5 COMMISSIONER NELSON: You'd still have to
6 have power?

7 A. Well, the commercial power. I mean you got
8 the same principle that's working to some extent out in
9 this remote location because you have the commercial
10 power that periodically is charging up these batteries
11 again. Okay. Which is kind of what we were talking
12 about with the SONET rings and the batteries that are
13 used in that regard. The difference that you have, I
14 think primary difference, is that by their nature,
15 these remote locations are remote. They're not person
16 -- there's not personnel at that location all the
17 time. And I guess even some of our central offices now
18 that might be the case. But you're certainly at a
19 remote location. You're certainly not in a controlled
20 environment like you are in a central office.

21 COMMISSIONER NELSON: So is it safe for me to
22 assume -- are you telling me that if we had generator
23 backup systems at all the 112 sites, that the
24 generators wouldn't be reliable because they're not in
25 an enclosed environment where they would be so they're

1 not likely to start any way?

2 A. Yeah. My professional opinion is that that
3 would not -- that does not sound like a very workable
4 as well as economic type of decision, good decision
5 because of the factors that we've talked about. I
6 think the best thing to do is to get the -- you know,
7 place the generators, the backup generators, in those
8 locations that make sense and make sure that the backup
9 battery power does what it's designed to do. Which
10 means that we need to make sure and check those on a
11 periodic basis. And to the extent that it makes sense,
12 you know, at least some of those locations where it
13 makes sense, at least, would have the two strings of
14 batteries.

15 COMMISSIONER NELSON: Well, technologywise,
16 it's my understanding that some batteries are not very
17 as reliable when they're kept in a cold environment and
18 apparently some batteries aren't very reliable when
19 they're exposed to heat. So I guess the question I
20 have, and maybe you're not the right person to ask, is
21 that technologywise, are you telling me that generators
22 are not reliable when they're not in a protected
23 environment? So I mean if I have a hundred generators
24 or something sitting out there, I just can't go out and
25 expect to start it because it's too cold out there or

1 too hot out there or whatever?

2 A. It's because you've got -- first of all,
3 you'd have to build a shed for it most likely if you're
4 going to place a generator out at this location. And
5 somehow you'd have to have that generator so that you
6 could fire it up okay. In today's environment, it
7 makes the most sense to have that generator on a
8 trailer that you start.

9 Where in the case of -- I'm sure we're
10 talking about the winter time here. You know, start in
11 an environment that is warm enough so that you can get,
12 you know, the fuel-powered generator operating, leave
13 it operating until you go out to the location, so that
14 you are assured that even in 30 degree, 30 below zero
15 degree weather it will operate. If you have that
16 generator in -- even if it's housed, okay? If you have
17 that generator in a locked housed building, there's no
18 assurance that once a technician gets out there, they
19 could even get it started. And it would be miserable
20 trying to do that even from that standpoint as well.

21 I think it makes more sense to locate those
22 generators as we do today in the central offices and,
23 you know, pay particular attention to those locations
24 where maybe the mileage to a possible failure location
25 is not that distant.

1 Regardless of the type of technology that you
2 use -- and I think this was pointed out earlier this
3 morning -- you're going to have some kind of
4 limitations somewhere. I think what you have to do is
5 manage the benefits with the costs against the costs.
6 And in costs I would include more than monetary
7 concerns.

8 COMMISSIONER NELSON: What kind of technology
9 would be available if we didn't rely on these kind of
10 battery systems? In other words, I mean if you didn't
11 have -- if we -- what else would you do to provide
12 services there?

13 A. I think as far as the technology standpoint,
14 I think that's probably best to address to the vendor
15 community. I don't know because we rely on the
16 research and development that they supply when we
17 purchase those products.

18 COMMISSIONER NELSON: I'm not sure, I maybe
19 didn't articulate my question well enough. Since we
20 don't use these battery systems and other than that 112
21 sites in South Dakota, what are we doing instead of --
22 I mean what would it cost to bring the other
23 technology, whatever it is we're using, to these other
24 112 sites?

25 A. Well, the thing that we're doing -- I mean

1 when you talk about the SONET, you know, the way he
2 explained the SONET, the batteries and how that works,
3 that technology is not all that different from what
4 we're doing with these backup locations. The problem
5 is the environmental constraints that you have when
6 you're out in a remote location. And I guess bottom
7 line answer to your question is I don't know. I mean I
8 think we sincerely do the best job we can given the
9 technology constraints that we have. And I think for
10 the most part we do a good job of it. Most of those
11 outages are certainly within the two- to four-hour down
12 time time frame that is there. Most of them would be
13 even less than that.

14 COMMISSIONER NELSON: Do you have a record of
15 all those outages that you experienced in South Dakota?

16 A. I could certainly investigate that.

17 COMMISSIONER NELSON: And how long?

18 A. I'm sure.

19 COMMISSIONER NELSON: Let's say from '95, how
20 many? I mean, are you --

21 A. Are you talking specifically digital loop?

22 COMMISSIONER NELSON: Can you show me records
23 that what happened at those 112 sites if there were
24 outages, how long they were, at all of the 112 sites
25 for '95?

1 A. I can certainly investigate that. By the
2 tenure of your question, I'm presuming it's the 112
3 digital loop carrier locations, that remote locations.

4 COMMISSIONER NELSON: Wherever you have a
5 battery kind of system.

6 A. Right. And those are the facilities.

7 COMMISSIONER NELSON: Thank you. That would
8 be all.

9 CHAIRMAN BURG: Just one follow-up that I'd
10 have. Do you use photovoltaic, the sun provided
11 energy? Do you use that at any locations --

12 A. Not to my knowledge, but I can investigate
13 that.

14 CHAIRMAN BURG: -- in U S West?

15 A. I don't know that we use that.

16 CHAIRMAN BURG: There are some areas that are
17 even remoter than South Dakota, farther from a
18 location, and I don't know if --

19 A. To my knowledge, I don't know, but I can
20 investigate it.

21 CHAIRMAN BURG: That's all I have.

22 MS. CREMER: Did that prompt anything,
23 Mr. Heaston? Just a minute. Dave has a question.

24 MR. JACOBSON: Yes. Mr. Nielsen, you were
25 talking about the ALIT system and am I -- just for

1 clarification, that only tests lines at night; is that
2 correct?

3 A. Yes. Basically it's using phone lines to
4 test the cable and so, you know, it's working at night
5 and it's going to be on the overhead.

6 MR. JACOBSON: Are all of the lines to end
7 users subject to being checked by ALIT in South Dakota?

8 A. Yeah. All of the cable we're talking about
9 cable checking.

10 MR. JACOBSON: And if just as a subscriber
11 myself, how often would my line be tested?

12 A. If you're in what I would call a more rural
13 area, it will go through and check all of them. If
14 you're in a metropolitan area, it will go for as long
15 as the cycle will take that night. And if it doesn't
16 hit all of the cable, it will go through the next night
17 until all of the cable is checked.

18 MR. JACOBSON: So in a Pierre community it
19 would be checked within a two-day period of time?

20 A. I would imagine that's correct. You know,
21 that's something I can get a more specific answer to if
22 you need, but that's probably --

23 MR. JACOBSON: The other question I had is
24 can you extend ISDN by keep adding repeaters every
25 18,000 feet?

1 A. No. To my knowledge, the limitation on that,
2 it would just take you out. I was calculating this the
3 other night and it came to about six miles, I think.

4 MR. JACOBSON: That's all.

5 MS. CREMER: We'll take a break now.

6 (AT THIS TIME A SHORT RECESS WAS TAKEN.)

7 MS. CREMER: Let's go back on the record.
8 Mr. Heaston, did that prompt anything?

9 MR. HEASTON: No, it did not.

10 MS. CREMER: You're excused then. And then
11 we'll quit at about 11:25. Will that work, Jim?

12 MR. HEASTON: Call Kathy Dauner.

13 **KATHLEEN DAUNER,**
14 called as a witness, being first duly sworn,
15 was examined and testified as follows:

16 DIRECT EXAMINATION

17 BY MR. HEASTON:

18 Q. Would you please state your name.

19 A. Kathleen Dauner.

20 Q. And your business address?

21 A. 1314 Douglas On The Wall, Omaha, Nebraska.

22 Q. And by whom are you employed?

23 A. U S West Communications.

24 Q. And what are your responsibilities with U S
25 West Communications?

1 A. I'm a customer service manager, and I'm
2 responsible for 19 sales consultants. Those
3 consultants take incoming calls from customers and
4 attempt to consult with them about their communication
5 needs.

6 Q. And do you take calls from customers in South
7 Dakota?

8 A. Yes, I do.

9 Q. How long have you been working with U S West?

10 A. Approximately 21 years.

11 Q. And in what types of jobs?

12 A. I've been a directory assistance operator.
13 I've performed clerical functions. I've been a service
14 representative, both in the old phone centers in direct
15 sales and then also as a representative taking incoming
16 calls; and to now the manager position that I hold.

17 Q. And how long have you been a manager?

18 A. Approximately five years.

19 Q. There's been a question concerning the
20 processes that a service representative goes through
21 when taking an order. Can you kind of go through for
22 the Commission's benefit what happens when one of your
23 representatives receives a phone call from a customer?

24 A. Yes. First of all, the call can be about a
25 variety of different needs, but most often it results

1 in a placing of an order for new phone service, or move
2 of existing service, or to change elements on the
3 service that they have.

4 In the situation where they're either
5 transferring service or putting in new service, the
6 representative will take the information from the
7 customer such as their name, their address that they'll
8 be moving to. We would feed that information into a
9 computerized system that interfaces with a variety of
10 other systems and draws information to know whether
11 that order will go through. The primary system we look
12 at for addressing will tell us if it's a valid address,
13 if -- and by that I mean is it an address that is
14 loaded into our database.

15 And then we also look at another system
16 called facility check. Facility check has the ability
17 to go in and look at more detail than our addressing
18 system to see whether facilities are available at that
19 location, and then it can appropriately determine a
20 date of installation that we can provide the service.
21 We then ask the customer what their choice in date of
22 installation is.

23 Our first attempt is to always meet that
24 date. Sometimes it's that day. And if the customer
25 makes a call to us before noon and the address is

1 already in the service, is already dedicated to that
2 address, we can provide the service on that same day.
3 If the facilities there do not have the type of
4 dedication that would allow for same day service,
5 sometimes it will require a two-day, sometimes it's
6 two-day with an installer.

7 And then there's always the issues that come
8 up beyond that where there could be other problems,
9 facility problems.

10 Q. When the service rep that receives the call
11 begins to take information, does the record also
12 reflect who that service representative is?

13 A. Yes, it does.

14 Q. And is there any way for the service
15 representative to block that type of information or not
16 to provide that type of information?

17 A. No, there's not.

18 Q. What steps do you take to train, number one;
19 and, number two, to monitor your service
20 representatives to insure the quality of service that
21 you expect?

22 A. Service representative training is a minimum
23 of eight weeks. They receive ongoing module training
24 throughout their entire career, in fact, because needs
25 of our business change so dramatically. In terms of

1 what can we do to achieve service order quality or
2 service quality to our customers, we have two different
3 processes that we're currently using as far as the
4 information that is actually put on the service order.
5 One process is done at a very high level sampling 200
6 orders are drawn from the eastern region's five states,
7 which is Nebraska, Iowa, South Dakota, North Dakota and
8 Minnesota. And we try and get a fair sampling from
9 each of our three centers that operate within that
10 territory and determine the accuracy level at which
11 those service orders are input into the system.

12 Another source would be that every
13 consultant, every individual that sits on line and
14 talks to a customer receives an incoming call, has ten
15 orders sampled monthly. And these are new connect
16 orders, so they're primarily going in and looking at
17 the provisioning aspect of that, along with a lot of
18 other things. But we give that feedback back to that
19 representative.

20 And if, for example, we would continue on a
21 monthly basis to find that a service representative was
22 not meeting our standard, which our standards are very,
23 very high, if they even have one mistake on any of the
24 ten orders, that is meeting standard. Two mistakes is
25 not. And there are multiple categories within those,

1 each of those orders. So the chance of error, if you
2 will, could be high depending on categories being
3 looked at. So we look at it at the individual level.
4 We look at it at the regional level.

5 We also do sampling of service. And by that
6 I mean I as a customer service manager have a
7 responsibility to sit with my consultants and obtain
8 five samples per month, and that is in a side-by-side
9 fashion where I plug in and actually listen to the live
10 calls with consultant. And then we often after each
11 call close down and discuss what we did well, what we
12 didn't do well, what could we have done better, that
13 type of thing.

14 Q. Do you ever do any type of that monitoring
15 without the representative knowing about it?

16 A. Yes, we do. We will do what we call
17 unannounced remote observations if we have complaints
18 of customer abuse. And by that I mean if there was
19 ever rudeness, inappropriate language, curt tone in
20 manner, maybe the customers are being transferred to
21 another department inappropriately, there's just a
22 variety of things that would be deemed as customer
23 abuse.

24 So if we have enough information on a
25 representative that says there's a concern here, we

1 advise our local union, because our contract states
2 that only under these certain conditions can we do
3 this. Then we advise them that we suspect there is a
4 problem, and then at that point we will go in an
5 unannounced remote observe.

6 Q. How do you deal with service representatives
7 who fail to display a pattern or do things which you
8 consider to be serious with regard to a relationship
9 with a customer?

10 A. The company has what is called regional
11 policies and procedures. It is a plan that is
12 administered to 14 states that states here are the
13 standards and the guidelines by which we will operate.
14 And if these guidelines are not followed, then there is
15 steps that you take to escalate that person in a
16 disciplinary fashion. It is that plan that we would
17 administer and use in the event that we got multiple,
18 or received multiple complaints on an employee.

19 MR. HEASTON: I have no further questions.

20 MS. CREMER: Staff?

21 MS. WIEST: No questions.

22 MS. CREMER: AT&T?

23 MR. LOVALD: No questions.

24 MS. CREMER: MCI?

25 MR. SAHR: No questions.

1 MS. CREMER: Commissioners?

2 CHAIRMAN BURG: My major question and the
3 frustration probably that I get the most often in calls
4 that come to me individually are that if somebody calls
5 up for service and they're assured they can get service
6 in a day or two or what, and basically they're in a
7 remote location. They have not been informed at that
8 time that there will be a major cost, a line extension
9 that there is not available. They proceed with
10 construction, or moving, or whatever it is, because
11 they've been told to call us when you're ready for the
12 service. I mean they know they're going to a new
13 location.

14 Finally when they call and say they're ready
15 for service, all of a sudden they get a call back or
16 don't get any notification, "By the way, there's going
17 to be \$2,000 for line extension. It's going take us a
18 month or two to do it." What's going to take in your
19 system to recognize those so on the first call you can
20 inform that customer?

21 A. At the point of contact when the customer
22 calls in and speaks with a service representative, they
23 receive information from our facility check system that
24 merely indicates that there could be a problem. In
25 most cases the depth of that problem is not information

1 that is provided to them, mainly because the training
2 it would take for that individual to know how to read
3 facilities and availability of facilities would be
4 actually in the realm of someone else's job.

5 If the address is in our system and it's
6 recognized as a valid address, often that information
7 is on our internal addressing system information and we
8 can provide the customer with that. Those are usually
9 in cases where a developer has called in in advance and
10 said, "Hi, I'm going to develop this land and let's
11 talk about the cost and how am I going to pass that on
12 to the customer or am I going to absorb that cost in
13 the development?" And in those cases we can provide
14 the customer with that if the expectation is that they
15 will absorb it.

16 If in the case where a customer calls in and
17 says, "Hi, I'm out in the middle of nowhere, and I can
18 tell you right now there's nothing out there," then
19 what we would do is attempt to locate it in our
20 addressing system, knowing full well that customer
21 knows exactly what they're talking about and it's not
22 in there, then we would start the order. We would
23 assign it our own individual house number so we as
24 internally as an organization will know where that's
25 at. And then we attempt to contact engineers, if

1 necessary, to get the ball rolling.

2 The other piece of that is that in months
3 past, it was more important for the representative to
4 take more of a proactive step, if you will, because we
5 didn't have the strong processes in place that we do
6 today. The way it works today is that we would
7 actually put a date on the order based on what the
8 customer wants; and then as it flows through the system
9 within 24 hours, if it doesn't have facilities there,
10 the system will know that and at that point our delayed
11 service group will pick up on that and start the
12 process rolling. So there's a whole another group that
13 can focus in on that order and get that customer what
14 they need.

15 CHAIRMAN BURG: When was that change made?

16 A. A few months ago.

17 CHAIRMAN BURG: So it's relatively recent?

18 A. Yes, it is.

19 CHAIRMAN BURG: Because that was the real
20 concern is that nobody was picking up that follow-up
21 and check and see if facilities were actually
22 available. So because I think most of them recognize
23 if I'm going to a rural location, to an isolated
24 location, that there may be some more there. But when
25 they get a response saying, "No problem, we'll have it

1 to you. Let us know," and that's the last that's done
2 with that until they're called and then it isn't
3 available is when the frustration -- when we get the
4 phone call. So you believe there has been a procedure
5 implemented in the last few months that should correct
6 that; is that right?

7 A. Yes, absolutely.

8 CHAIRMAN BURG: Okay. I think that's the
9 only question I had.

10 COMMISSIONER SCHOENFELDER: I have a couple
11 just to follow up on what Commissioner Burg has asked
12 you. And you do have -- and one of my questions was,
13 you know, when did this facility capability cross-check
14 go into effect? Have you had a good test of that? Do
15 you have a way to know whether it's working or not?

16 A. Yes, we do. There was a trial done in Denver
17 that as we talked about the fact that the
18 representatives can see on the facility check system
19 whether or not there is going to be a facility problem
20 or not based on what information is in that system. So
21 much of the time, although the system will indicate
22 that there could be a problem because the order
23 activity is so tremendous, that information is
24 constantly changing, being updated, maybe pairs are
25 going out, being freed up, making it available for what

1 looked like at that moment would be a potential
2 problem.

3 The trial that was done in Denver proved that
4 50 to 60 percent of the orders that initially came up,
5 that there had a potential for problem were cleared and
6 they were cleared because the systems internally maybe
7 didn't have matching information. So as it flowed
8 through little triggers would go up, or flags would go
9 off to individuals within the other parts of the system
10 and all they had to do was go in and identify
11 discrepancies, get the correct information, and the
12 order would flow along the way. So even if doing some
13 factfinding, what's going on here locally because we
14 know Denver is just Denver, it's a whole different
15 situation out there. Technically, here in the eastern
16 region, it's more accurate in that 80 to 90 percent of
17 those orders flow through.

18 COMMISSIONER SCHOENFELDER: Okay. But have
19 you taken that through a whole construction season
20 yet? I mean to me a construction season, you wouldn't
21 hear a failure until probably in August when people
22 want to have new facilities ready to hook up.

23 A. And based on when I know that information
24 came available to me, I'm guessing here, but I would
25 say no.

1 COMMISSIONER SCHOENFELDER: Okay. And I want
2 to just go through the process with you a little bit
3 about when someone calls to you. You don't handle
4 repairs at all, only new customer services and sales,
5 that sort of thing; right?

6 A. Yes.

7 COMMISSIONER SCHOENFELDER: So when the phone
8 rings and one of your customer representatives answers
9 the phone, does that automatically require a report?
10 In other words, does her monitor before her -- she has
11 to enter something for that phone call, or can the
12 phone call just occur and not be entered into the
13 system?

14 A. Yes. Let me clarify.

15 COMMISSIONER SCHOENFELDER: Please.

16 A. The phone -- we don't currently have in place
17 today the technology that the minute that call comes
18 on, the customer records appear on the screen.

19 COMMISSIONER SCHOENFELDER: No, that wasn't
20 what I meant.

21 A. Okay.

22 COMMISSIONER SCHOENFELDER: I meant did the
23 customer rep have to acknowledge or enter something
24 when the phone call occurs?

25 A. Yes. When the customer calls in and says, "I

1 would like to move my service to another location," we
2 have to ask that customer's phone number and enter it
3 into a system. That brings that record up.

4 COMMISSIONER SCHOENFELDER: Okay.

5 A. In doing that, just in bringing that record
6 up, that is what tacks on their user initials so we
7 know who's been in that system, who's been in that
8 record.

9 COMMISSIONER SCHOENFELDER: Is there any way,
10 or is there any incentive for someone to falsify those
11 records or not to enter concerns that consumers would
12 call in to your people?

13 A. Is your question would there be a reason for
14 them not to?

15 COMMISSIONER SCHOENFELDER: Uh-huh, yes.

16 A. The only time that I have ever seen it been
17 to their benefit not to is if there was conflict
18 between the representative and the customer, and maybe
19 either the information was not totally captured.

20 COMMISSIONER SCHOENFELDER: Okay. But would
21 there be an incentive for your consumer representative
22 not to enter anything into the system just simply to
23 avoid being reprimanded for not dealing with customers
24 well?

25 A. No, no.

1 COMMISSIONER SCHOENFELDER: So but you have a
2 process to deal with people who do not deal well with
3 customers?

4 A. Yes.

5 COMMISSIONER SCHOENFELDER: And so if I have
6 not met the standards you set forward, then would that
7 not be an incentive for me not to enter a phone call or
8 something into the record?

9 A. I see what you're saying, I see. It might
10 be, but to be real honest with you, the customer's
11 perception of what happened to them overrides anything
12 that's in the notations on that account. If a customer
13 feels that they were spoken to inappropriately, that's
14 what matters. Period.

15 COMMISSIONER SCHOENFELDER: Okay. But if you
16 don't have a record of it, how do you find out how the
17 customer feels?

18 A. The customer will either call in and
19 complain. Sometimes just as a manager or other
20 managers walking through the office, if we here a tone
21 in manner that is inappropriate, we will speak to that
22 person and document that conversation and put that in
23 their file.

24 COMMISSIONER SCHOENFELDER: When did you
25 start these kinds of procedures? And I understand you

1 have a union contract in place and you have to abide by
2 that. But when did you start to really monitor and to
3 really be concerned about how your consumer
4 representatives dealt with the people who called in to
5 order a service, that type of thing?

6 A. We have always been very concerned about what
7 our customers think and feel about how we provide them
8 service. I would say that our efforts have been
9 stronger lately mainly because we are just trying to be
10 as proactive as possible to make sure that we not only
11 can provision our customers with the best possible
12 service from a technology standpoint, but also be their
13 provider of choice. And that means, you know, being
14 able to speak with them and consult with them and have
15 them want to call us back, not because they have to.

16 COMMISSIONER SCHOENFELDER: Okay. And I
17 think that this belongs to the people who deal with
18 repairs. Just feel free to tell me and I will ask
19 that from another witness or something. But if
20 something called an executive problem solver or someone
21 like that, would they deal with your people, or would
22 they deal with the repair people?

23 A. The executive repair persons -- executive
24 complaint office, they do deal with customer complaints
25 that could have initiated through our office.

1 COMMISSIONER SCHOENFELDER: And how quickly
2 then does that office respond? Do you have any
3 knowledge of that?

4 A. No, but we do have a witness here that can
5 speak to you about that.

6 COMMISSIONER SCHOENFELDER: Okay. That will
7 be fine. It says that you monitor your service
8 representatives. And you said that one mistake does
9 not meet your standards and your standards are very
10 high. Can you give us an example of what some of those
11 standards are?

12 A. Okay. And let me just clarify that in that
13 example I gave, that is in regard to items that are
14 input on a service order. Any deviation from what the
15 systems will recognize could cause an order to be held
16 up in a system at any various point. So an example of
17 that would be if a technician needed to go out on an
18 order and they failed to put a code in a portion of the
19 order that would do that, that would be an error
20 because clearly if we didn't send somebody out to
21 install a jack, the work would not be done.

22 COMMISSIONER SCHOENFELDER: Okay. But I
23 don't know if I followed you. The service technician
24 could make the error and your person would still be
25 charged with it?

1 A. No, no.

2 COMMISSIONER SCHOENFELDER: I thought that's
3 what you were saying. I didn't follow, I'm sorry.

4 A. I'm saying that we look at what's being put
5 on the order because the service representative enters
6 the information as to everything that the customer
7 needs on that order. If that service representative
8 leaves off a code that says I want a technician to go
9 out, then somebody is going to get dispatched. It's
10 not the technician's fault. It's the fault of the
11 service representative that failed to put that on there
12 that would have sent someone out.

13 COMMISSIONER SCHOENFELDER: Do sometimes the
14 people who are in the call center that answer the
15 phones that do the ordering, and for new service and
16 all that sort of thing, do they ever actually go out
17 and look at the areas where they might be sending
18 technicians to?

19 A. No.

20 COMMISSIONER SCHOENFELDER: Are they sort of
21 removed from the process, I guess, is what I'm asking
22 and is there a way to improve? And I don't know that
23 there is. I'm just asking you if there's a way to
24 improve their grasp of what actually goes on out
25 there.

1 A. No, they don't. They don't have the ability
2 to do that. Even in the Omaha area where we're from,
3 often new developments come up and they can't visualize
4 where that particular development is at. However, what
5 we do have is customers that call in and just say, "I'm
6 going to be building out here and I know there's
7 nothing out there here. Can you give me an idea of
8 what the cost would be involved?" without even placing
9 an order because they're not at that point yet.

10 What we'll do is end up calling a supervisor
11 for that area and say, "This customer would like you to
12 go out to the premise and give you an estimation of how
13 much it would cost them to get service to their new
14 home."

15 COMMISSIONER SCHOENFELDER: Do you think your
16 new service has alleviated the problem? And I'm not
17 always sure it's between the two systems where the
18 problem is, but there will quite often be a problem of
19 I'm a consumer, I call in. I know that the guy across
20 the street has a phone. I know the guy down the block
21 has a phone. Not only that, I can see the pedestal out
22 there. And maybe even the service rep who is
23 supposedly supposed to hook up that new residence --
24 and if that's not the right terminology, it's mine --
25 doesn't even know how many pairs are available in that

1 pedestal or the fact that that house across the street
2 is the end of the cable sort of and you'd have to go
3 back and pick it up somewhere else. Will that new
4 system alleviate those problems, or do you know?

5 A. It won't.

6 COMMISSIONER SCHOENFELDER: Thank you.
7 That's all I have.

8 COMMISSIONER NELSON: No.

9 MS. CREMER: Does that prompt anything,
10 Mr. Heaston?

11 MR. HEASTON: No, it does not.

12 MS. CREMER: You're excused. We might as
13 well break until 1:00 then.

14 (AT THIS TIME THE NOON RECESS WAS TAKEN.)

15 MS. CREMER: We can go back on the record if
16 you're ready.

17 MR. HEASTON: We are ready. We call Carol
18 Spry.

19 **CAROL SPRY,**

20 called as a witness, being first duly sworn,
21 was examined and testified as follows:

22 **DIRECT EXAMINATION**

23 BY MR. HEASTON:

24 Q. Would you please state your name.

25 A. My name is Carol Spry.

1 Q. And your business address, please?

2 A. 1801 California, Denver, Colorado.

3 Q. And by whom are you employed?

4 A. Currently U S West.

5 Q. And what are your responsibilities with U S
6 West?

7 A. My current responsibilities are manager of
8 compliance reporting.

9 Q. How long have you worked for U S West?

10 A. Twenty-eight years.

11 Q. And in what capacities?

12 A. I've had several positions in network
13 operations, engineering, transmission engineering,
14 inventory management, and then the most current now is
15 compliance reporting.

16 Q. What is compliance reporting? What exactly
17 does your job entail?

18 A. Specifically the group that I manage has
19 responsibility for external reporting, our reporting
20 obligations both to our commissions and also to the
21 federal government.

22 Q. Would these reporting requirements include
23 what has become ARMIS reports to the FCC?

24 A. Yes. And specifically my area of
25 responsibility would be the 4305, which is service

1 quality related.

2 Q. Okay. You're familiar with what has been
3 admitted as Exhibit 10?

4 A. Yes, I am.

5 Q. You've had a chance to review Exhibit 10?

6 A. Yes, I have.

7 Q. And that would include both the initial
8 communication to the South Dakota Commission and then
9 the subsequent one which contained '96 data?

10 A. Yes.

11 Q. Have you had a chance to review that data?

12 A. Yes, I have, sir.

13 Q. And is the data that has been presented in
14 that exhibit accurate to the best of your knowledge?

15 A. I validated the volumes, and they are
16 accurate.

17 Q. Okay. Based on that, have you prepared an
18 exhibit?

19 A. Yes, I have, sir.

20 (EXHIBIT NO. 12 WAS MARKED FOR
21 IDENTIFICATION.)

22 Q. What does Exhibit 12 represent?

23 A. It represents portions of the filing that was
24 from the exhibit that you spoke of earlier. What it
25 also includes is the information with the 1996 filing

1 of ARMIS data that was filed separately.

2 Q. Okay. And I notice that where you have the
3 '96 data there's a straight line across there. Why is
4 that?

5 A. That is because our obligation in 1996 was to
6 provide an annual filing rather than a quarterly
7 filing.

8 Q. And all the data that you have represented
9 here on Exhibit 12 came from the communication to the
10 Commission from NRRI?

11 A. That's correct.

12 Q. And what is NRRI, do you know?

13 A. I'm not familiar with them personally.

14 Q. Okay. But they're represented in Exhibit 12
15 as being a part of NARUC?

16 A. That's correct.

17 Q. And NARUC is N-A-R-U-C, I'm sorry. Do you
18 know what that acronym stands for?

19 A. Not off the top of my head.

20 MR. HEASTON: I would move the admission of
21 Exhibit 12.

22 MS. CREMER: Are there any objections?
23 Hearing none, it's admitted.

24 Q. One of the other questions that has come up
25 concerns the process that U S West employs for

1 receiving and acting on contacts from customers
2 concerning repair. Are you familiar with that process?

3 A. Yes, I am. Specifically from a data
4 collection perspective.

5 Q. How does the process work?

6 A. A customer calls an 800 number and they will
7 be met with a voice response unit which will ask them
8 to key in their telephone number. If they in fact do
9 have Touchtone phone, they do not they stay on the
10 line. But the Touchtone phone then having it keyed in
11 recognizes the existence of the number. There is a
12 high level short test done on that line and at the same
13 time there is a recording that comes on to notify the
14 customer that the call may be monitored or taped or
15 recorded. From there the call is routed to a position,
16 a repair attendant position.

17 At that point the information appears on a
18 screen automatically, that being the telephone number,
19 the customer name, and customer address. The service
20 attendant or repair attendant will then validate the
21 correctness of that record, the customer name, and
22 address specifically. And then there's discussion
23 about the complaint or the concern about the repair
24 itself. At that time this is documented as the
25 customer is saying it in a note section of the trouble

1 ticket on the line on screen. There is an appointment
2 time set up with that customer, and at that point then
3 it's automatically transmitted to a screening and
4 testing, and then ultimately if it needs dispatch to
5 that arena. All this is done mechanically.

6 Q. When the repair attendant answers the call,
7 is that repair attendant identified in the record?

8 A. Yes, it is.

9 Q. Is that done by the repair attendant, or is
10 that done automatically?

11 A. It's done automatically. When a repair
12 attendant logs into the terminal, they use a log on.
13 That is consistent with an employee code. That
14 employee code and the date and time stamp appear
15 automatically with each event.

16 Q. Okay. What can the attendant do to alter the
17 identification of who the attendant is, or once it has
18 gotten the call to try to disconnect that call without
19 the record being created?

20 A. There is no way that an attendant can alter
21 the record as it relates to the event and their
22 involvement in that event. There is potential for a
23 call to be dropped. That is to say if an attendant
24 chose to drop the call, there would still be a record
25 of that call with that employee code and the date and

1 time stamp, but the record also would say that the call
2 was dropped, and the record also indicates who it was
3 that initiated the drop.

4 Q. Since this impacts on your data gathering,
5 what assurances do we have that the repair attendant is
6 doing his or her job? How do we monitor that?

7 A. We monitor that through our management
8 processes, service quality monitoring. There is, as I
9 said earlier, a notification to the customer that the
10 call may be monitored or recorded. There is five
11 percent on a routine basis of those calls that come
12 into our repair centers that are monitored. And when I
13 say monitored, it's unannounced. We have, at least in
14 the eastern region at this point in time, an agreement
15 with Communication Workers of America to allow that
16 unannounced monitoring to take place.

17 Q. Are there any other steps that are taken to
18 insure service quality?

19 A. Yes. The monitoring of those calls is
20 covered much like we do on a provisioning side for
21 quality. There's one-on-one discussion between the
22 supervisor and those repair attendants as to the
23 quality and the interaction with our customers.

24 Q. Is there follow-up on complaints from
25 customers on how they were treated by our service reps?

1 A. Absolutely.

2 Q. How is that done, to the best of your
3 knowledge?

4 A. To the best of my knowledge, the calls that
5 are specifically coming into the executive group or any
6 other employee that recognizes that something needs to
7 be handled, has an opportunity to go to the management
8 of that center and that would be discussed with the
9 employee. It would also be tracked as part of their
10 record.

11 MR. HEASTON: I have no further questions.

12 MS. CREMER: Staff?

13 CROSS-EXAMINATION

14 BY MS. WIEST:

15 Q. For the ARMIS service quality results, can
16 you give me a definition for those different categories
17 starting with commitments met?

18 A. Yes, I can. I can give you the definition as
19 it's written in the federal filing. Is that what
20 you're looking for?

21 Q. Yes.

22 A. Specifically I can give you Row 0112 percent
23 commitments met. Enter the percentage of commitments
24 met during the current reporting period on this row.
25 This amount is calculated by dividing the number of

1 installation orders or circuits from interexchange
2 carrier customers completed by committed date by the
3 total number of installation orders or circuits and in
4 parens it says Row 0110. Note, the commitment dates
5 for various kinds of installations are published by the
6 LEC, L-E-C's, and must be kept on file with the
7 Commission. Commitment dates may be extended at the
8 customer request. Enter in percent rounded to two
9 decimal places.

10 Q. Would this category be the same as what U S
11 West uses for its basic service measurements for
12 commitments missed?

13 A. It may be similar but not necessarily the
14 same. I'd like to explain that if you don't mind.

15 Q. Go ahead.

16 A. For that information that is filed for missed
17 commitments at the federal level, we do not include
18 official services. That means those circuits that we
19 install internally to the running of our business. And
20 for that stuff that we file for the basic service
21 measures we include that as part of our activity.

22 Q. And that would explain the difference in the
23 percentages?

24 A. Okay. Yes.

25 Q. Could you go then to trouble reports, the

1 definition?

2 A. Would you like to have the average interval
3 portion or missed? Which one for repair would you like
4 me to read?

5 Q. What do you have?

6 A. Well, I can give you --

7 Q. How do you count a residential trouble
8 report? What's the standard or definition?

9 A. The standard definition at a federal level?

10 Q. For ARMIS.

11 A. For ARMIS is all trouble reports coming in.
12 It's divided by MSA, non-MSA.

13 Q. And how about switch down time? How do you
14 determine that category?

15 A. There are specific criteria around that. I
16 must read it. Specifically table four, is that what
17 you're alluding to?

18 Q. Mine does not have a table, but okay.

19 A. Table four, switch down time. Switch down
20 time occurs when called processing capability for an
21 end office is lost. Multiple serial outages at a
22 single switch are to be counted as multiple individual
23 outages if service is restored even momentarily between
24 them.

25 Q. And customer complaints, how do you determine

1 them?

2 A. Would you like it read, or would you like me
3 to talk specific?

4 Q. Either way, go ahead.

5 A. Customer complaints that are taken for
6 internal purposes are all trouble tickets because --
7 excuse me, all complaints, because we want the
8 opportunity to analyze it. And we do analyze each and
9 every one of those individually. For that information
10 that's filed at a federal level, for complaint
11 purposes, is those that are network related. That is
12 to say once we've done analyzation around them, we
13 report them that way.

14 Q. And then all companies that are required to
15 do ARMIS reporting, they are all required to use the
16 same standards in their reporting?

17 A. We're given written standards by the FCC, as
18 I started to read here. There may be some difference
19 in calculation, however, those are supposed to be
20 footnoted.

21 MS. WIEST: Okay. That's all I have.

22 MS. CREMER: AT&T?

23 MR. LOVALD: No questions.

24 MS. CREMER: MCI?

25

CROSS-EXAMINATION

BY MR. SAHR:

Q. Miss Spry, in the June 12th hearing I recall Commissioner Schoenfelder asking one of the staff analysts about verification of inputs. And I'm going to try to get this correct, but I think the general idea was that we have a number of inputs coming from the individual customer service representatives and that these inputs eventually are aggregated in Denver, I believe, and then compiled into various reports. And Miss Dauner touched on this. There is some type of random sampling that you do; is that correct, or some type of sampling that's done on this or not?

A. Our reporting is 100 percent of the events. There is no random sampling done for reporting. There is random sampling potential for some validation, but not certainly in my area of reporting.

Q. Okay. So I'm just trying to understand this. As far as validation is concerned, what does that mean?

A. Validation for us is a comparison of the data, the originating and the terminating points of data, and they have to be exactly the same. If they are not, it's re-run or there's some work done to figure out what happened in that transmission.

1 MR. SAHR: Thank you.

2 MS. CREMER: Commissioners?

3 CHAIRMAN BURG: Just a little bit more to
4 follow up. ARMIS is totally self reporting; correct?
5 ARMIS or FCC doesn't do any cross-check or sampling
6 check or anything, do they?

7 A. Not that I'm aware. There has been some
8 analysis done on it, but as far as a validation or
9 audit, something from that respect, I'm not aware of
10 any.

11 CHAIRMAN BURG: And the explanation you just
12 made, is that the only internal validation that's
13 done? In other words, the inputs and the output have
14 to equal?

15 A. No, it is not. What I described there was
16 our routine method of validation. When we do any
17 program logic changes or change tables that support our
18 systems, we always will do a validation of that. Let
19 me give you an example, if I might. If we had an area
20 code in a particular state, it's critical that we
21 understand what NXX or exchanges are part of that NPA
22 ad. We must make sure that the data represents the new
23 area code as well as the existing. So once we have
24 built a table that would add that new NPA, we would run
25 data and do validation to make sure that the exchanges

1 that are part of that NPA are exactly what I'm
2 representing.

3 CHAIRMAN BURG: But the data that goes to
4 ARMIS is U S West data reported totally
5 self-reporting? I just wondered if you have explained
6 to me all the internal verification that you use on
7 that data because --

8 A. Yes, yes, I have.

9 CHAIRMAN BURG: And there is no outside
10 independent verification in any way, is there?

11 A. Not to my knowledge.

12 CHAIRMAN BURG: That's all I have.

13 COMMISSIONER SCHOENFELDER: So you do do some
14 internal verification of the ARMIS data that you're
15 reporting?

16 A. Most of it is mechanized. When I talked
17 earlier about the transmission and receipt of data,
18 that is electronic. If, in fact, we make some table
19 changes, as I've mentioned, or we do some program logic
20 changes, that is a validation, a manual validation.

21 COMMISSIONER SCHOENFELDER: And no one at the
22 FCC level audits or even verifies the numbers that you
23 report, do they?

24 A. Not to my knowledge.

25 COMMISSIONER SCHOENFELDER: Okay. And the

1 reporting, even though you read definitions and you're
2 getting into ARMIS, you're getting into something that
3 I feel like I'm swimming in just a bit. But each
4 company may interpret the reporting requirements
5 differently than another original Bell operating
6 company, at least?

7 A. That is possible, yes. And we do all
8 recognize and we have different processes and different
9 systems that support processes makes it extremely
10 difficult for that to be an exact science.

11 COMMISSIONER SCHOENFELDER: And recently I
12 have read some things in the Trade Press that lead me
13 to believe that ARMIS data now is being challenged,
14 where at one time it never has been. But I don't know
15 in the service quality area, but in some areas there
16 are different groups that challenge the ARMIS data as
17 not being verified. Is that true, to your knowledge?

18 A. I'm not aware of it.

19 COMMISSIONER SCHOENFELDER: Okay. The ARMIS
20 data basically, though, is almost as much an internal
21 product as it is usable for someone to use externally.
22 Is it something U S West uses internally for their own
23 systems?

24 A. I would say more than likely not. And I'll
25 explain that.

1 COMMISSIONER SCHOENFELDER: Sure.

2 A. For internal purposes we need to know how to
3 manage our business, and we want to make sure that we
4 have every event captured to do that correctly to
5 evaluate our process to look for improvements. When it
6 comes to the reporting at the federal level, we follow
7 the guideline, and it may or may not include all of the
8 events. And that's by direction.

9 COMMISSIONER SCHOENFELDER: For your own
10 business practices, then, for your own internal
11 evaluation at U S West, do you not break out
12 performances in different states and maybe even by
13 central office so you could pinpoint a problem if you
14 have it?

15 A. Oh, absolutely.

16 COMMISSIONER SCHOENFELDER: And your service
17 quality, your people who deal with the repair service,
18 so to speak, I think you stepped through the process
19 that they use pretty much, and you talked about the
20 notification to a customer that could be taped or
21 recorded.

22 A. Uh-huh.

23 COMMISSIONER SCHOENFELDER: Then you also
24 discussed five percent monitored. Is that the same
25 thing, or would you as a practice perhaps tape most of

1 the incoming calls to the call center for any reason?

2 A. Not all of the calls, five percent. Five
3 percent routine monitoring is done to insure that our
4 customers are, in fact, in our view, being treated
5 properly.

6 COMMISSIONER SCHOENFELDER: But to me that
7 would be unannounced. I thought you said that was
8 unannounced. So it would be unannounced to the
9 customer also?

10 A. No, no.

11 COMMISSIONER SCHOENFELDER: But you were just
12 telling the customer it -- maybe I didn't understand
13 that.

14 A. Actually, I could read it to you and I'd like
15 to do that.

16 COMMISSIONER SCHOENFELDER: Sure, please.

17 A. The recording specifically says, "To better
18 serve you, this call may be recorded or monitored for
19 service quality." That's a simple notification to our
20 customer that there's potential for it. And being
21 unannounced, when I say unannounced, that's
22 specifically to the employee side. They don't know
23 when we're monitoring. And I might add that this is a
24 trial that we intend to implement across the 14 states
25 and our other repair areas.

1 COMMISSIONER SCHOENFELDER: Then you
2 discussed something and I missed it so I need to have
3 you clarify it for me. You talked about as the
4 computer screen, as I call it, and you keyed in my
5 phone number would come up and then you said that you
6 did screening and testing. What is the screening and
7 testing for and how does it work?

8 A. Okay. I'm not sure I could get into all the
9 detail about that, but I can give you a brief
10 description of what that is.

11 After a call is taken, we've got the
12 customer's description of the event or the problem.
13 That ticket then automatically goes to when I say
14 screening, it's looking for doing an evaluation of the
15 trouble. We're trying to isolate the trouble. We're
16 trying to determine if the trouble could be caused in
17 our central office, or could it be out at the customer
18 param or close to. Is it in our facility?

19 There's some tests that we can run that help
20 us isolate that problem. It also allows us the
21 opportunity then to decide whether a technician needs
22 to be dispatched or not dispatched. It's part of the
23 process. And, again, that employee code is there.
24 It's date and time stamped so we know what screeners
25 and technicians have worked on it. Also the end

194

1 technician, if there is one dispatched, that employee
2 code is also on there.

3 COMMISSIONER SCHOENFELDER: Okay. And then
4 you talked about follow-up with an executive group.
5 And my information says that an executive group is one
6 person. Is that true follow-up?

7 A. I'm talking -- I was talking specifically, I
8 believe, around the executive complaint group, the
9 executive office for complaints.

10 COMMISSIONER SCHOENFELDER: Yes.

11 A. That's not one person. It's a group of
12 people. And I think we have a person here that can
13 talk about that in detail.

14 COMMISSIONER SCHOENFELDER: Okay. Thank
15 you. That's all I have.

16 CHAIRMAN BURG: Just one quick. Is the ARMIS
17 -- is this RBOC, or who has to file ARMIS? Let me put
18 it that way.

19 A. It's all common carriers of a specific -- I'm
20 not sure exactly what the guidelines are that
21 determine. I know that the traditional BOC's, Bell
22 Operating Companies, I know United, GTE, are some of
23 the major players in that area.

24 CHAIRMAN BURG: So it isn't just the RBOC's
25 or just the BOC's?

1 A. No, it is not.

2 COMMISSIONER NELSON: No.

3 MS. CREMER: I just had a couple of
4 questions. In looking at Exhibit 12, the one that you
5 just did --

6 A. Yes.

7 MS. CREMER: And either my copy doesn't have
8 it or maybe you don't have a chart for all the six
9 categories that are reported to ARMIS; is that right?

10 A. No. I've given you several, but not all of
11 them. I've given you primarily the provisioning and
12 repair, missed commitments, and I think there's repeats
13 in here. Yes.

14 MS. CREMER: I guess my question is is there
15 a reason why we didn't get trunk blockage, switched
16 down time, and total customer complaints?

17 A. I didn't take the time or have the time to
18 pull it all together, so I brought what I had.

19 MS. CREMER: Okay. Have you -- or are you
20 aware of any state commissions that have attempted to
21 verify ARMIS data?

22 A. Commissions?

23 MS. CREMER: Right. Have they in any way --
24 do you know of any state commission that has asked to
25 have ARMIS data verified?

1 A. No.

2 MS. CREMER: Okay. On Exhibit 10, if you
3 could look at that, in looking at the final page where
4 it says switches --

5 A. Yes.

6 MS. CREMER: And if you read across, it shows
7 108 switches, 109, 110, 112, 111; and then for '96 it
8 shows 57 switches. And then if you flip back one page
9 where it talks about switch down time and it shows that
10 your switches are down 119 percent of the time,
11 obviously it can't be so.

12 A. That's correct, it can't be so.

13 Q. So my question is how did that sort of
14 reporting get missed in your -- I thought you somehow
15 tested so you didn't have that kind of mess-up in your
16 ARMIS data.

17 MR. HEASTON: Before you answer that, this is
18 a report that was -- or analysis done by this NRRI
19 person. I only question I have was whether the data
20 was accurate that he worked from, not the analysis.
21 Now, there is an error in the analysis which we
22 recognize, but this isn't the result of the ARMIS
23 report. What this is a result of is his analysis. And
24 what we think happened is he forgot about the sale of
25 exchanges.

1 MS. CREMER: And that he -- you know, I don't
2 know, but that's what I guess I was looking for an
3 explanation if there was a reason why it seemed like,
4 and I assumed that was it but I didn't know.

5 MR. HEASTON: That's not a part of the ARMIS
6 report.

7 MS. CREMER: From what I understand from his
8 report is that he just takes all his numbers from the
9 ARMIS reports and he doesn't try to justify or verify
10 or anything. His numbers come off the ARMIS reports.

11 MR. HEASTON: Yeah. But what I'm saying it's
12 his analysis, he built it. We didn't have time to
13 check with him on his math and so on. I wasn't sure
14 how this was going to be utilized because it was
15 rightfully, you know, sent to us as part of as to
16 fulfill the ex parte requirements. So I don't take
17 ownership for his analysis. We just take ownership the
18 data did come off the 4305.

19 MS. CREMER: I was just wondering did you
20 have an explanation or did your attorney give it?

21 A. He basically gave it. We have an obligation
22 to file what we have for central offices. The last
23 page of this documentation, be the trunk switches
24 lines, those are all inventory related and they're end
25 of year inventory related. Okay? So the activities

1 that transpired throughout the year of 1996, in my view
2 anyway, this particular individual that pulled this
3 together did not understand that there was a sale of
4 exchanges and did not take that into account.

5 MS. CREMER: So in actuality there are 57
6 switches --

7 A. There was at the time --

8 Q. -- at the time?

9 A. -- that this filing took place.

10 MS. CREMER: Okay. I just didn't know if
11 that number was an error.

12 A. No, it's not an error.

13 MS. CREMER: Okay. Do you know has U S West
14 altered its standard commitment time frame for any of
15 these categories? And I guess what I'm talking about,
16 have they moved any of them from a 24-hour to 48 hours
17 for commitments met or anything like that, or has that
18 always been a two-day commitment?

19 A. I think you're talking about our interval
20 provisioning interval?

21 MS. CREMER: Right. I'm just wondering if
22 anything changed over this time period from '91 to '96,
23 if any of the definitions changed in any manner that
24 would affect the percentages?

25 A. As it relates to ARMIS?

1 MS. CREMER: Right.

2 A. There have been some changes by direction of
3 the FCC.

4 MS. CREMER: And would those impact what
5 we're looking at on those charges, do you know?

6 A. There is potential for it, yes. I can give
7 you an example if you'd like.

8 MS. CREMER: Yes.

9 A. I'm not so sure that it would be relative to
10 this particular study because it's mostly business and
11 res information that I'm seeing here, but I can give
12 you an example. And that is we were asked to give
13 percent commitments met data. We and several of the
14 other BOC's filed a petition for reconsideration and
15 clarification specifically to understand whether the
16 Commission was looking for data that was the applied
17 date as well as the completion date in a given month,
18 those orders that fell both from the application date
19 to the completion date in the same month, or whether
20 they were looking specifically for those orders that
21 were completed only in a given month. We did not get
22 feedback from the FCC until just this spring. We had
23 to file in the meantime. Therefore, we filed giving
24 them commitments met, completions within a particular
25 month, not necessarily applied for in that same month,

1 and we footnoted it. This spring the Commission came
2 back and ruled specifically on that. But my point is
3 that other RBOC's, or anyone else having a filing
4 obligation, may have interpreted different or filed in
5 a different way. So there are variations based on that
6 example, or can be.

7 MS. CREMER: Then the only other question I
8 have is regarding Exhibit 9, which I think I have the
9 original. I'm sorry, Exhibit 8. On that exhibit it
10 shows that there were no credits given for repair; is
11 that correct, in '96?

12 A. Actually, a more correct way to state it is I
13 do not have a specific record that indicates that there
14 were credits for repair missed commitments. Let me
15 explain that, if I might.

16 MS. CREMER: Sure.

17 A. We have several opportunities to credit
18 customers. What has happened is we have accumulated
19 those dollars or credits. We have not had specific
20 journal codes that break out those that might be repair
21 missed commitments related. Therefore, I can give you
22 an exact amount of that money credited to customers for
23 1996, and that was somewhere in the neighborhood --
24 well, it was over \$61,000 in 1996. I cannot tell you
25 what portion of that might have involved repair missed

1 commitments.

2 MS. CREMER: Okay. My question that I had
3 was how are customers notified that they may be
4 entitled to a credit? Is it automatic, I guess?

5 A. For repair missed commitments, no, it is not
6 automatic. A customer calls in.

7 MS. CREMER: Okay.

8 A. There are two opportunities currently for a
9 customer to get the credit. One is to call our
10 business credit. The second is to call our repair
11 center. In the past the calls that went to the repair
12 center were transferred to the business office for that
13 credit. Currently in Des Moines, anyway, we have a
14 screen, a mechanized screen, whereby that can be done
15 right there in the repair center and there will be the
16 opportunity for us to track.

17 MS. CREMER: But they have to ask for it.
18 Nobody offers it?

19 A. They have to call in and ask for it, yes. Or
20 they have to somehow show displeasure or let us know
21 that the event occurred.

22 MS. CREMER: Okay. But nobody actually tells
23 them that they're entitled to it or could ask for it?

24 A. Not to my knowledge.

25 MS. CREMER: Okay. That's all I have.

1 MR. JACOBSON: Looking back at Exhibit 10
2 again, back on the second to the last page, and
3 understanding that this is not your analysis, we were
4 looking earlier at a column that's about two-thirds
5 down the page called switched down time. In the year
6 1993 there's a significant change in the percentage of
7 total switches, or the percentage of switches with down
8 time. Did something that you're aware of change, some
9 reporting specification change then, or is there an
10 explanation of why that would show such a drastic
11 change?

12 A. There was a criteria change at that time.

13 MR. JACOBSON: Do you know what that was?

14 A. No, not off the top of my head.

15 CHAIRMAN BURG: I want to go back to your
16 Exhibit 12. I'm looking at page figure six,
17 residential repeat trouble reports. Would you explain
18 exactly what that means?

19 A. I'm sorry, I can't hear you.

20 CHAIRMAN BURG: Figure six, residential
21 repeat trouble reports. Do you know what -- I mean are
22 those titles that ARMIS establishes; is that correct?

23 A. That is correct.

24 CHAIRMAN BURG: What is that, though, do you
25 know?

1 A. Yes, I do.

2 CHAIRMAN BURG: Okay.

3 A. What it is is specifically a customer calls
4 in for trouble, for example, on the first of July.
5 That trouble is closed within a 24 or 48-hour period.
6 A repeat trouble is another trouble ticket being called
7 in or created within a 30-day time frame for that same
8 customer, same telephone number.

9 CHAIRMAN BURG: And, again, I would ask the
10 same questions you were just asked then. Was there any
11 kind of criteria change between '92 and '93 that show
12 that change?

13 A. No.

14 CHAIRMAN BURG: You just had repeats go up;
15 is that correct?

16 A. That's correct.

17 CHAIRMAN BURG: Would that be the same? I
18 think the following page is the same, principally the
19 same. Okay. That answers my question. Thank you.

20 COMMISSIONER SCHOENFELDER: Do you know why
21 they went up?

22 A. I'd to have do some analysis on it. I don't
23 have that with me.

24 COMMISSIONER SCHOENFELDER: If you do, could
25 you furnish that to us at a later date?

1 A. I could.

2 COMMISSIONER SCHOENFELDER: I think -- I mean
3 is it due to outside plant? Is it due to growth? I
4 think the Commission needs to know that.

5 A. That's fine.

6 COMMISSIONER SCHOENFELDER: Thank you.

7 COMMISSIONER NELSON: I have one. On this
8 ARMIS data, someone else asked if commissions had tried
9 to verify the accuracy, verify in any way the ARMIS
10 data. And you said you weren't aware of any that had.
11 Has the FCC attempted to verify the ARMIS data?

12 A. Not in my area of service quality 4305, I'm
13 not aware of any.

14 COMMISSIONER NELSON: Thank you.

15 MS. CREMER: Mr. Heaston, did that prompt
16 anything?

17 MR. HEASTON: No, it did not. I have no
18 questions.

19 MS. CREMER: All right. You would be
20 excused.

21 MR. HEASTON: Call Sue McKown to the stand.

22 **SUSAN MCKOWN,**

23 called as a witness, being first duly sworn,
24 was examined and testified as follows:

25

205

DIRECT EXAMINATION

1
2 BY MR. HEASTON:

3 Q. Please state your name.

4 A. Susan McKown.

5 Q. And your business address?

6 A. 1801 California, Denver.

7 Q. And by whom are you employed?

8 A. U S West Communications.

9 Q. And in what capacity are you employed by U S
10 West?

11 A. I'm the manager of executive complaints in
12 Denver.

13 Q. How long have you worked for U S West?

14 A. Thirty years.

15 Q. And in what capacities have you worked?

16 A. I began my career in operator services, went
17 to the business office as a service rep, and have held
18 a variety of management jobs, including a customer
19 service manager. I've been in the training arena,
20 training both occupational and management people, both
21 delivering and developing training. Then I moved on
22 into the executive complaint arena, and I currently
23 manage our operation. Actually, I co-manage our
24 operation with another individual.

25 Q. How long have you been doing your current

1 job?

2 A. Approximately three years.

3 Q. The question has come up concerning how you
4 maintain a record of the complaints you receive. Will
5 you explain to the Commission just how your operation
6 works and how you maintain your records?

7 A. Yes, I can. First of all, a little
8 background about the number of people in our group. We
9 have 23 Denver-based managers as well as eight managers
10 that are still located in the out state: Arizona,
11 Utah, Montana, Washington, and Oregon. The functions
12 that these managers perform would be to handle
13 complaints that are escalated to a higher level of
14 management within U S West, or people who sought relief
15 from a Commission. They are dedicated to either a
16 particular Commission. They're dedicated to handling
17 inbound calls coming from various sources into our
18 organization, or they handle FCC complaints or
19 correspondence directed to higher levels of management
20 within U S West.

21 Stating that, the way that we record our
22 complaints is that every single complaint that comes to
23 our organization is recorded in a common Lotus node
24 database, which is shared not only inside of Denver,
25 but also with our managers in the out state. Anybody

1 can have an opportunity to view a compliant. Or if a
2 customer, say, for example, initially comes to the
3 South Dakota Commission and for whatever reason would
4 then go on to call the president of U S West
5 Communications, somebody who took that second call
6 would be able to access the first file and know what
7 happened on that.

8 We track a variety of things inside the
9 complaint format. We track not only who the customer
10 is, his or her complaint, telephone numbers, order
11 numbers, if it has to do with a held order, job
12 numbers. We track every conversation that we have with
13 people inside of U S West, or externally, who help us
14 resolve the complaint. So at the end when a complaint
15 is closed, whether we close it the same date we get it,
16 or we close it three months from the day that we get
17 it, we keep a running commentary on what happens inside
18 that complaint. Those complaints are then archived off
19 after a 30-day period and maintained indefinitely in
20 our database.

21 Q. How do you manage the process to insure that
22 what charged with doing your employees actually do?

23 A. Let me answer that this way. The people who
24 come to our organization have to be pretty unique
25 individuals because there is no relief from complaining

1 customers. They need to be dedicated not only to
2 helping the customer end to end, but helping the
3 company by providing the most accurate data around
4 complaints that we possibly can. So we have a mission
5 to get every single complaint that we have into our
6 database so we can then take that information and feed
7 it back to every channel within the company, offer them
8 some analysis around why they're having these
9 complaints so they can make appropriate changes.

10 MR. HEASTON: I have no further questions.

11 MS. CREMER: Staff.

12 CROSS-EXAMINATION

13 BY MS. WIEST:

14 Q. Would you look at Exhibit 9? Did you compile
15 this exhibit?

16 A. Yes.

17 Q. Could you explain each of those? Some of the
18 headings some are self-explanatory but others are not.
19 Categories, the top categories, beginning with FCC.

20 A. Okay. I assume that one is obvious.
21 Executive.

22 Q. Going back to FCC, are those then complaints
23 that the FCC reports to you that they had received?

24 A. Indeed. They would be complaints that the
25 FCC forwards to us via paper, which is their standard

1 way of doing it, and then we send confirmation to the
2 customer and confirmation back to the FCC and they're
3 appropriately logged.

4 Q. And do you receive all of the complaints that
5 the FCC receives?

6 A. Anything for which we as a company would be
7 held accountable by the FCC, yes.

8 Q. Okay.

9 A. Executive officer category means that a
10 customer has called a state VP, the president of the
11 company, in this case Sol Trujillo contacted Dick
12 McCormick, or their appropriate offices. That would be
13 that type of a venue. Let me talk about executive --
14 oh, excuse me, executive other might be something that
15 comes in from one of their staff, something that
16 perhaps was not directed to the office of the president
17 or the office of the CEO, but perhaps something that
18 they picked up on a personal level, talked to a friend
19 who said, you know, "I'm having some difficulty with
20 such and such." And because the person who referred it
21 came from Dick McCormick's office or Sol Trujillo's
22 office, it's categorized as executive other. State VP
23 other would essentially be the state VP version of
24 executive other. Market unit leads, which is in
25 today's environment a nonexistent category, but a

1 market unit would be like what we used to call home and
2 personal services or the network organization, and that
3 would be an employee inside of one of those
4 organizations calling and saying, you know, "I heard
5 about this customer who's having a very hard time
6 getting this particular service or dealing with the
7 business office. Can you take this customer over for
8 us and see it to resolution?" So it would be that kind
9 of a contact. PUC other in February of 1995 would be
10 complaints that came to the South Dakota Commission
11 that did not come directly through a commissioner, so
12 complaints that went to staff as opposed to the
13 Commission. So subsequent pages you'll see just a
14 straight PUC header, and at that time Colleen Sevold
15 was doing those complaints and she would show straight
16 PUC as a complaint that came through the commissioners
17 and PUC is those that came through staff.

18 Q. Then another category on other page is state
19 VP -- VP.

20 A. I've got to say it's a typo.

21 Q. It's right on the second one there.

22 A. I see it. I just don't --

23 Q. It's on a number of them.

24 A. I'm going to say it was a typo in the
25 database for a short period of time. I'm not familiar

1 with the category designated that.

2 Q. Another one is correspondence.

3 A. Correspondence would be a customer who
4 chooses to express their concerns or their displeasure
5 by writing us a letter.

6 Q. Writing -- I'm sorry?

7 A. By writing U S West a letter. Typically
8 they'll send it to Sol Trujillo, or they'll send to
9 Dick McCormick, or they may send to a state VP. And
10 with many of those executive organizations we have a
11 relationship that says we'll answer on behalf of the
12 president or the CEO of the corporation. I can tell
13 you that they're devoted to us. The president and the
14 CEO actually read their letters. They may initiate
15 some direction on how to solve that complaint, but for
16 a written response they send it back to us and we log
17 it in our complaint system.

18 Q. And this Exhibit 9, that would not include
19 any of the complaints received by your business or
20 repair offices?

21 A. No, it does not.

22 Q. Nor any correspondence received by those
23 offices?

24 A. No, it does not.

25 Q. How are South Dakota complaints handled prior

213

1 to the executive groups' involvement?

2 A. Public Utility Commission complaints were
3 handled by Colleen Sevard prior to the shift to Denver
4 and being handled by our staff manager Mike Gosline.

5 Q. And when did that shift take place?

6 A. I believe it was in May of last year
7 approximately.

8 MS. WIEST: I have nothing further.

9 MS. CREMER: AT&T?

10 MR. LOVALD: No questions.

11 MS. CREMER: MCI?

12 MR. SAHR: No questions.

13 MS. CREMER: Commissioners?

14 CHAIRMAN BURG: I have a couple. Go back to
15 February of '96 as an example or March of '96. There's
16 quite a few different -- quite a few fewer categories.
17 Is that because there was no activity in the other
18 columns?

19 A. That's exactly right.

20 CHAIRMAN BURG: So the way you compiled it
21 was to just eliminate them if they were all zeros?

22 A. Yes.

23 CHAIRMAN BURG: Is there any way that a
24 complaint comes to your executive group other than what
25 you've explained to us? Is that the only way you get

1 the complaint?

2 A. We get complaints from so many venues, and
3 some of them are quite tiny, from someone calling an
4 operator, whether it's ours or somebody else, and
5 expressing displeasure. There are so many subsidiary
6 channels from which we get complaints. And the best
7 that the operator can do is give you the number for the
8 president of U S West and so they'll send that customer
9 to us. As I mentioned earlier, people who hear about
10 complaints from other customers at parties or church
11 gatherings, people who get our name from television,
12 from news print, when it has occasionally appeared in
13 print as it did the Pacific Northwest earlier this year
14 when they were having substantial problems with repair
15 issues.

16 CHAIRMAN BURG: That manager of executive
17 complaints sounds like a pretty important position so I
18 was trying to determine whether these had -- whether
19 they were screened in some way as to what the complaint
20 was. It sounds to me like it was more who it went to
21 when it gets to you, or than actually what the
22 complaint was, would that be accurate?

23 A. That would be fairly accurate. May I
24 elaborate just a little bit?

25 CHAIRMAN BURG: Sure.

1 A. We make the assumption that by the time it
2 reaches our group, that it's gone through the -- the
3 customer has gone through the normal channel inside the
4 business office or the network organization, whomever
5 they approach, and that there was not sufficient
6 resolution in that organization to satisfy the customer
7 so they sought some higher relief. And for whatever
8 reason felt that they had to call Sol Trujillo or they
9 had to call Dick McCormick or come to a Commission to
10 vent their displeasure.

11 CHAIRMAN BURG: I guess, I mean, I understand
12 that part, and that's what I assumed. But it sounds
13 like when you pick them up, that somebody that happens
14 to be at an executive level picking up at a party or a
15 social occasion or somebody took the number off a TV
16 screen and called it, you don't question those once it
17 comes through that process as to whether it should have
18 handled someplace?

19 A. No. We take them and we resolve them.

20 CHAIRMAN BURG: That's all I have.

21 COMMISSIONER NELSON: I don't have any.

22 COMMISSIONER SCHOENFELDER: I have a couple
23 because I'm still intrigued by this because of
24 complaints I've personally had. And when the
25 complainant says to me that they called the repair

1 office and it was something someone couldn't deal with
2 it at that level and they called back again and said,
3 well, someone from the executive complaint management
4 group we called them back within two hours and that was
5 two days ago. I have a little bit of concern about
6 that. From what I'm understanding you're telling me is
7 it's really tough for a complaint to fall through the
8 cracks and yet I think it does. And so if you can
9 alleviate my concern, I'd appreciate that.

10 A. I'll try. Let's use the repair call
11 example. A call comes into the Repair Bureau and that
12 repair service attendant is not able to satisfy the
13 customer and so the customer asks for a manager or
14 supervisor. It's given to someone whose charge is to
15 handle complaints in the repair service venue. If that
16 person can't handle complaints, normally they will take
17 a call back for a manager at a higher level to call the
18 customer back. And I cannot tell you if they used the
19 word executive. I would hope that they don't because
20 they're not. But then they should be calling the
21 customer back and seeing if they can take care of the
22 problem. Occasionally if it can't be handled inside
23 repair itself, the customer is directed to call us.
24 And normally they're just transferred on line to us, or
25 they're given our number and the customer calls us

1 independently. The two-hour turnaround time that you
2 speak of would be a standard interval for someone in
3 repair to call a customer back. It's also the interval
4 that's stated on our voice mail that a customer can
5 default to if all of our lines happen to be busy. And
6 it says who we are, please leave your name and number,
7 and we'll call you back in two hours. So it could come
8 from either side.

9 COMMISSIONER SCHOENFELDER: So, obviously, if
10 I call for repair or I have a problem, I'm probably not
11 calling from my own phone. Would that be accurate?

12 A. That would be quite accurate.

13 COMMISSIONER SCHOENFELDER: So I think some
14 of the consumer frustration that I hear about and I'm
15 sure you must hear about is because if you said you'll
16 call me back in two hours, who says I can sit by the
17 pay phone or by the neighbor's phone for two hours.
18 And do you have an answer for that? There has to be a
19 way to deal with this.

20 A. You're exactly right. That is a frustration,
21 and we hear it all the time. I know from personal
22 experience if the customer indicates they can't be
23 called back because they're at a pay phone and they're
24 calling from a cell phone and notify this to repair,
25 they make every effort to deal with that customer

1 directly at that time. If the customer can be called
2 back and is willing to wait for a short period of time,
3 they're calling from work or whatever, then that
4 arrangement is made.

5 COMMISSIONER SCHOENFELDER: Okay. Do you
6 have a way of tracking -- and I think I should have
7 asked this of the witness before, so if I'm asking the
8 wrong person, just tell me so. Do you have a way of
9 tracking certain people who receive complaints
10 throughout your system that would say this person has a
11 higher percentage of problems with consumers? Do you
12 have a way to track that any way?

13 A. Employees who have a higher volume?

14 COMMISSIONER SCHOENFELDER: Yes, yes. And I
15 should have asked that, I think, of Miss Spry.

16 A. I wouldn't be able to track that outside of
17 my own organization if by chance I had someone in there
18 who wasn't apparently a good job fit and who wasn't
19 able to handle customers who complained appropriately.
20 We cannot track something that happens inside of repair
21 or the business office or outside plant, anything like
22 that.

23 COMMISSIONER SCHOENFELDER: Okay. I think
24 you've answered that. I think that's all I have.
25 Thank you.

1 MS. CREMER: Mr. Heaston, do you have
2 anything further?

3 MR. HEASTON: No, I do not.

4 MS. CREMER: You can be excused.

5 MR. HEASTON: Commissioner Schoenfelder, do
6 you want to have Miss Spry come back to the stand to
7 answer that question for you?

8 COMMISSIONER SCHOENFELDER: I would like that
9 question answered if we could answer it today. And I
10 neglected to ask it properly before. If someone can
11 answer that, I would appreciate it.

12 CAROL SPRY,
13 called as a witness, being previously sworn,
14 was examined and testified as follows:

15 DIRECT EXAMINATION

16 COMMISSIONER SCHOENFELDER: I think it's
17 important whether to know if you can track the
18 performance --

19 MR. HEASTON: Let me just remind her --
20 you're the same Carol Spry that testified earlier?

21 A. Yes.

22 MR. HEASTON: You're reminded you're still
23 under oath.

24 COMMISSIONER SCHOENFELDER: Sorry. I think
25 it's important for me to know whether you track the

1 performance of an employee, how they deal with
2 customers. In other words, if you continually had one
3 employee that seemed to have a higher level of problems
4 with customers, or their complaints didn't get handled
5 at that level and got changed to a different level more
6 often, do you have a way you can track that?

7 A. There are two things that can be tracked.
8 Number one, we can track the complaints that come in
9 specific to a particular employee. And, as I stated
10 earlier, there is a means whereby the manager of that
11 particular center, the manager that supervises that
12 individual, will keep a record of that. Okay?

13 The second opportunity is, as I spoke
14 earlier, regarding the monitoring. If something is
15 recognized in monitoring, that certainly also is
16 documented and tracked. And, again, we have
17 discussions with our employees relative to that.

18 COMMISSIONER SCHOENFELDER: Thank you. I
19 think that's answers it.

20 CHAIRMAN BURG: Can I ask one that made a
21 different -- a little bit different kind of question
22 occur to me. I think one of the other frustrations
23 that we hear is with your consolidations is that when
24 somebody calls and the person says, well, you know,
25 they could either -- or they can't handle it at the

01422.22.22

1 time but you need to follow up and call back on the
2 same question and they never get the same person and
3 they end up explaining the complete thing two or three
4 times over a period of time. Is there any way that
5 they can get the same person that handles the problem?
6 And I'm not talking about that the person hasn't done a
7 proper job. I'm just saying if they have to repeat a
8 call on the same issue, do you have a system by which
9 they can get the same person when they call back?

10 A. I can talk specifically to the tracking
11 relative to our repair process and I'll do that.

12 CHAIRMAN BURG: Okay.

13 A. All right. Once an initial call takes place
14 coming into our repair center and the creation of that
15 ticket has started, it starts the process. As long as
16 that ticket is open, any subsequent call that comes in
17 is just that, it's tracked. The individual taking that
18 call can see the history of the repair ticket, and
19 there should be verbiage that specifically states the
20 description of the problem that the customer has had.
21 Now, if we have not been clear in that record, there
22 may be an opportunity -- or it may require that a
23 customer repeat the trouble. Primarily the subsequent
24 calls are a means of us capturing communication. It
25 allows us then the opportunity if there's a change in

1 the customer's ability to meet an appointment time,
2 those kinds of things are critical to us, keeping our
3 appointment with that customer.

4 We take on average a half million tickets,
5 trouble tickets, on a monthly basis. The ability to
6 get the same individual that they spoke with in the
7 first time is almost impossible from a management
8 perspective. We must be able to track each and every
9 ticket and allow consistency of the process, and that
10 would include any person picking up that ticket to be
11 able to follow through with what that ticket is telling
12 them.

13 Now, as it relates to, let's say, that that
14 trouble ticket is closed. We've completed, we've
15 resolved the issue. If someone needs to look at the
16 trouble history of a particular customer, they can do
17 that as well. And it gives any event over time for
18 several years for an individual customer.

19 CHAIRMAN BURG: Okay. Because it seems like
20 when that has occurred is especially when you've got a
21 line extension problem or something. It seems like
22 that usually takes subsequent calls to get it worked
23 out. And the frustration I've heard is when -- and of
24 course you're talking about repair. That would be --
25 that would probably be service; right?

1 A. Repair?

2 CHAIRMAN BURG: I'm saying you handle repair;
3 is that right?

4 A. I was describing the repair process.

5 CHAIRMAN BURG: It seems like the times when
6 you've seen it's been unique or unusual and it takes
7 several subsequent calls and they've got very
8 frustrated to repeat a long story.

9 A. Relative to provisioning, installation side?

10 CHAIRMAN BURG: Right. They've had to take
11 what may be a fairly long story in those situations and
12 they've got to start all over and do it again and again
13 and subsequent times. Where they say, "Why can't I
14 talk to the same person?" And I'm just saying is
15 there any kind of an opportunity from that? And you're
16 saying that would be very difficult under the system
17 that you have.

18 A. Yeah. I can speak a little bit to the volume
19 side of our provisioning and that is to say that in one
20 month alone -- I'll pick June, this past month, the
21 numbers of orders that were generated for U S West were
22 2.5 million. So if that gives you some sense.

23 CHAIRMAN BURG: The frustration I hear about
24 people here that are used to dealing face to face, as
25 they say, used to be my repairman or my service

1 provider lived in town and I could contact them if I
2 needed something. And, you know, now that went away.
3 I had a call yesterday from not U S West; one of the
4 small companies, and I had to return the call. And she
5 says, "What I called you about, I got it fixed. I got
6 ahold of the person from the small company. He was out
7 and said he'll take care of it." That's the kind of
8 service they remember. Because I talked to one of your
9 service people who said I remember when I could do that
10 and that's the change that's caused some frustration.

11 A. I understand.

12 MS. CREMER: Mr. Heaston, did you --

13 MR. HEASTON: I have nothing further.

14 MS. CREMER: Okay. Is that all your
15 witnesses?

16 MR. HEASTON: Yes, it is. I had intended to
17 call Colleen Sevard for one small item, but it's not
18 important at this point. So we'll -- I think that's
19 all we have, unless the Commission has some other
20 questions.

21 COMMISSIONER NELSON: I guess I don't know if
22 this is the appropriate time or not. I would like to
23 take judicial note of the Feickert case.

24 MS. CREMER: Okay.

25 MS. WIEST: I think it was already stipulated

224

1 that it would be in this record.

2 MS. CREMER: Staff.

3 MS. WIEST: We would call Greg Rislov.

4 GREGORY A. RISLOV,

5 called as a witness, being first duly sworn,
6 was examined and testified as follows:

7 DIRECT EXAMINATION

8 BY MS. WIEST:

9 Q. Could you please state your name and position
10 with the Commission.

11 A. My name is Gregory A. Rislov, and I'm the
12 director of the Fixed Utilities Division of the PUC.

13 Q. Pursuant to request by Commissioner Burg at
14 the June 12th hearing, have you made efforts to verify
15 the amount of money that U S West has spent to date in
16 the Investment Plan?

17 A. Yes, I have.

18 Q. Could you please explain the process that you
19 used and your results?

20 A. I will get my paper straightened out here.
21 Yes. Commissioner Burg asked at that hearing that the
22 numbers that U S West had used as far as the projects
23 were concerned, the amount of money that had been spent
24 so far be verified. And so what I've attempted to do
25 is look at the projects that were reported by U S West

1 and verify the amounts that they've spent.

2 Q. And could you explain the process that you
3 went through?

4 A. U S West filed documentation with us prior to
5 the hearing before that showed they had spent
6 approximately 11.8 million dollars. That report was
7 broken down by job ID, and what I have done has
8 attempted to take the numbers in that report back to
9 the original source documents, which would mean the
10 invoices supporting them, and doing it on a sample
11 basis.

12 Q. And did you sample particular projects?

13 A. Because of the shortness of time, I aimed for
14 the larger dollar projects across the different
15 categories of improvements that U S West has made
16 pursuant to the Investment Plan.

17 Q. And which projects were those?

18 A. Well, there's a whole list of them cutting
19 across CLASS services, SONET, the distance learning
20 initiative, all of the projects. But there's a whole
21 host.

22 Q. And what was the results of your sampling?

23 A. In going back through these projects, what
24 we've been able to do -- and when I say "we," I did
25 have some assistance from two other staff members. But

1 we were able to tie the numbers on the sample to
2 original invoices. And, in addition, we called at
3 least nine different vendors who had submitted these
4 invoices to U S West to verify that U S West had made
5 payment. And what we found is that indeed the report
6 does depict on a sample basis what it had been intended
7 to depict.

8 MS. WIEST: I have nothing further.

9 MS. CREMER: U S West?

10 MR. HEASTON: No questions.

11 MS. CREMER: AT&T?

12 MR. LOVALD: No questions.

13 MS. CREMER: MCI?

14 MR. SAHR: No questions.

15 MS. CREMER: Commissioners?

16 CHAIRMAN BURG: Just a clarification on
17 that. So you're saying when you called to verify the
18 tickets, that in every single case there actually had
19 been ticket issued and they had been submitted payment?

20 A. I should note that Bob Knadle made those
21 calls. But he reported to me that, yes, they verified
22 that U S West had paid the invoices; that those
23 invoices had been submitted by the company and paid by
24 U S West.

25 CHAIRMAN BURG: Probably the larger question

1 that I'm interested in is each of the improvement plan,
2 each section of the improvement plan, are they on
3 time? Are they up to speed? Did we have one or two
4 that were not quite?

5 A. We're ahead of time.

6 CHAIRMAN BURG: Ahead of time over all. But
7 is there any individual one that is not on time?

8 A. As of this date, no. There are none that are
9 behind. There are several that are ahead of time.

10 CHAIRMAN BURG: I guess that's all I have.

11 MS. CREMER: What was the size of the sample
12 that you used?

13 A. The size of the sample?

14 MS. CREMER: Yes. I mean how --

15 A. What I've done -- and, again, I did not use a
16 statistical studied sample. I just went for the large
17 dollars with different projects. What I've been able
18 to do is, even with my sample, is tie out approximately
19 \$3,000,000 of invoices just on a sample basis out of an
20 11.8 million dollar project, so that could be a size,
21 2.8 million dollars. We could count invoices, we could
22 look at all the different jobs. I mean there's a
23 number of different measures one could use when you
24 look at size.

25 MS. CREMER: Okay.

1 MS. WIEST: I have no redirect.

2 MS. CREMER: You're excused, Greg.

3 MS. WIEST: My next witness is Bob Knadle.

4 ROBERT L. KNADLE,

5 called as a witness, being first duly sworn,
6 was examined and testified as follows:

7 DIRECT EXAMINATION

8 BY MS. WIEST:

9 Q. Could you please state your name and position
10 with this Commission?

11 A. Robert L. Knadle. I'm a utility analyst with
12 the Fixed Utilities Division, the South Dakota Public
13 Utilities Commission.

14 Q. You have before you what has been marked as
15 Exhibit 13. Did you prepare that exhibit?

16 A. Yes, I did.

17 Q. Do you have any corrections to that exhibit?

18 A. No, I do not.

19 Q. What does that exhibit show?

20 A. Chairman Burg asked me to do a matrix of my
21 exhibit. And basically what it does is a summary from
22 Exhibit RLK-1 Schedules 1 through 5. It's a shortened
23 version of those schedules.

24 Q. So, in essence, it's a summarization of a
25 summarization that was previously offered?

1 A. Correct.

2 MS. WIEST: I would offer Exhibit 13.

3 MR. HEASTON: No objection.

4 MR. LOVALD: No objection.

5 MR. SAHR: No objection.

6 MS. CREMER: It's admitted.

7 MS. WIEST: I have nothing further.

8 MS. CREMER: U S West?

9 MR. HEASTON: No questions.

10 MS. CREMER: AT&T?

11 MR. LOVALD: No questions.

12 MS. CREMER: MCI?

13 MR. SAHR: No questions.

14 MS. CREMER: Commissioners? Let's take a

15 minute then.

16 MS. WIEST: Miss Cremer, I have another

17 question for this witness.

18 MS. CREMER: Certainly.

19 Q. Mr. Knadle, could you explain what you've

20 done with the distance learning initiative?

21 A. Yes, I could. Steve Wegman and I contacted

22 different schools that were part of the South Dakota

23 Distance Learning Projects. There are a total of 18

24 schools. Steve and I contacted 17 schools, 15 via the

25 telephone and two with personal visits. We didn't

1 contact Lemon because they only had expenditures of
2 \$351. And as of July 14th, 1997, staff has received
3 information from 13 of the 17 schools that were
4 contacted.

5 What we did -- and then, in turn, schools
6 submitted vouchers to us that they got from U S West.
7 And we did verify approximately 88 percent, or \$600,000
8 out of the total \$681,727 that was indicated on U S
9 West's fax of July 2nd, 1997, from the company. And we
10 also talked to Gary Dowling with U S West in Pierre and
11 met with him and received all of the invoices that
12 represent the 681,000, approximately \$681,000, and
13 those invoices tied out to the dollar amounts that were
14 depicted on that fax from U S West.

15 Q. Did you do any other verification with
16 respect to the Investment Plan?

17 A. Yes, I did. What I did was contacted
18 approximately nine vendors, and I did a random sampling
19 of that, just chose them random. I called up those
20 vendors. I gave them invoice numbers that we had from
21 U S West. And what I asked them to do was verify the
22 dollar amount of the invoice and, in fact, if U S West
23 had paid the invoice. And every one of the nine that I
24 contacted did verify the invoices that we have received
25 from the company.

1 MS. WIEST: I have nothing further.

2 CHAIRMAN BURG: I'm not sure that you could
3 answer this question, but since you talked about the
4 schools and libraries, it was something that I caught
5 on one of U S West -- I think it was the some of the
6 testimony that I read. You indicated that one of the
7 schools refused any kind of distance learning
8 improvements from U S West. Did you run across that
9 also?

10 A. Not the companies I contacted. Those are the
11 ones that U S West had provided some equipment to those
12 schools. So I'm not aware of --

13 CHAIRMAN BURG: You're not aware of what
14 school that would have been, or why that would have
15 happened?

16 A. No, I'm not.

17 CHAIRMAN BURG: I guess, you know, I'll wait
18 until this witness is finished. But I guess I would
19 like to ask U S West if they could clarify that. I'm
20 curious on that one. Thank you. I don't have anything
21 else for Bob.

22 COMMISSIONER SCHOENFELDER: Mr. Knadle, the
23 matrix is simply a matrix of the different standards
24 required in the different U S West states; is that
25 true?

1 A. That's correct.

2 COMMISSIONER SCHOENFELDER: It is not an
3 indication of what the service quality standard --
4 whether they met the service quality standards in those
5 other states; is that right?

6 A. That's correct.

7 COMMISSIONER SCHOENFELDER: Okay. Thank you.

8 COMMISSIONER NELSON: No.

9 MS. WIEST: No redirect.

10 MS. CREMER: You're excused.

11 MS. WIEST: For my next witness I would like
12 to call Steve Wegman.

13 STEVEN M. WEGMAN,

14 called as a witness, being first duly sworn,
15 was examined and testified as follows:

16 DIRECT EXAMINATION

17 BY MS. WIEST:

18 Q. Would you please state your name and position
19 with the company.

20 A. My name is Steven M. Wegman, policy analyst
21 with South Dakota Public Utilities Commission.

22 Q. And could you explain what verification you
23 did with respect to the Distance Learning Initiative?

24 A. Like Mr. Knadle had indicated, that Bob and I
25 had contacted 18 schools on the initiative for

1 education. I would like to point out that the Lemon
2 School is not a U S West town, served town, nor is
3 Wessington Springs, which doesn't show on the items.
4 Those are included in the governor's program. And of
5 the 17 schools that we did contact, 15 of them via
6 telephone, two by personal visit, and all of the
7 equipment that was invoiced is installed and the
8 business managers indicated that they were satisfied
9 with the U S West program.

10 In addition, we met with Gary Dowling and
11 received all of the invoices and, again, they did tie
12 up.

13 Q. And did you do any further checking with
14 respect to the provisioning of ISDN in South Dakota by
15 U S West?

16 A. I contacted Russ Lampe with U S West in the
17 technical service, or with the government section here
18 in Pierre; and he indicated that the ISDN that is
19 provisioned in South Dakota does meet the CITTT
20 provision that is prescribed in statute.

21 MS. WIEST: I have nothing further.

22 MS. CREMER: U S West?

23 MR. HEASTON: No questions.

24 MS. CREMER: AT&T?

25 MR. LOVALD: No questions.

1 MS. CREMER: MCI?

2 MR. SAHR: No questions.

3 MS. CREMER: Commissioners?

4 COMMISSIONER SCHOENFELDER: I have one,
5 Steve. This Investment Plan by U S West was to include
6 internal wiring in the schools?

7 A. Correct.

8 COMMISSIONER SCHOENFELDER: And did but it
9 does include Internet access also, or just the
10 connection for Internet, not the actual provisioning of
11 the service to the school as part of the Investment
12 Plan?

13 A. In the investment program it includes the
14 internal wiring of the schools in some cases. In some
15 cases it includes hardware, which most --

16 COMMISSIONER SCHOENFELDER: Hardware would
17 be?

18 A. Which would be like routers, modems to have
19 Internet provisioned into the school, or E-mail. That
20 is actually the bulk of the equipment most of the
21 schools had installed. Sioux Falls School District, on
22 the other hand, they had put in a video conferencing
23 system using Pictel. They put in three systems in at
24 the high schools is what most of their equipment went
25 into. Wessington Springs and Lemon School District,

235

1 that money was used for just inside wiring for
2 materials, not for labor.

3 COMMISSIONER SCHOENFELDER: But does that
4 come from U S West's Investment Plan or the governor's
5 plan?

6 A. It was billed to the investment program.

7 COMMISSIONER SCHOENFELDER: So U S West is
8 paying for those even though those are sold exchanges?

9 A. Correct. But the dollar amount is very
10 small. For example, in Lemon it's \$351.78. It's just
11 for the wiring and the hardware for the schools.

12 COMMISSIONER SCHOENFELDER: When you speak of
13 hardware, would you be talking about computers, or only
14 the routers and the network servers and hubs?

15 A. It would not include computers. It would
16 include just the router and servers.

17 COMMISSIONER SCHOENFELDER: When you talked
18 about Internet access and E-mail, you talked about the
19 hardware for that, not the service; is that correct?

20 A. That would be the software to put onto the
21 routers.

22 COMMISSIONER SCHOENFELDER: But it would not
23 include the monthly service?

24 A. Correct.

25 COMMISSIONER SCHOENFELDER: Thank you.

1 MS. WIEST: I have no redirect.

2 MS. CREMER: You're excused.

3 MS. WIEST: I have no further witnesses.

4 MS. CREMER: I had in the previous hearing
5 requested some information from Mrs. Healy. Was that
6 forthcoming?

7 MS. WIEST: What information was that?

8 MS. CREMER: On page 209 it was total number
9 of telecommunications complaints for '95 and '96. Do
10 you want to do a late-filed?

11 MS. WIEST: Yes.

12 MS. CREMER: Jim, you just needed something
13 explained. Wasn't it you wanted U S West --

14 MR. HEASTON: I think I can provide the name
15 of the school that did not want to participate. And if
16 I could call Mr. Lehner, we would call him for that
17 purpose.

18 CHAIRMAN BURG: Okay.

19 JON LEHNER,
20 called as a witness, being previously sworn,
21 was examined and testified as follows:

22 DIRECT EXAMINATION

23 BY MR. HEASTON:

24 Q. You're the same Jon Lehner that testified
25 earlier in this hearing?

1 A. Yes.

2 Q. You're reminded you're still under oath.
3 What is the name of the school that did not want to
4 participate?

5 A. My understanding is the school is Hill City.

6 CHAIRMAN BURG: And was there any explanation
7 or anything like that?

8 A. In my discussions with Gary Dowling in the
9 business and government services people, I understand
10 that they wanted the cash.

11 CHAIRMAN BURG: Okay. I guess that answers
12 my question. I just caught it in the testimony and I
13 was wondering.

14 MS. CREMER: Would any of the parties like to
15 do closing statements?

16 MR. HEASTON: I would like to check to make
17 sure. I've got four items listed here that we need to
18 have exhibits. I just want to make sure we're clear on
19 that before we do that. One is the distance from where
20 we have our generators to the remote sites in the list
21 of 112 sites that have batteries outside of the central
22 office. Another is an exhibit that shows the age of
23 the batteries that are currently deployed in those 112
24 systems. A third is records from 1995 of the outages
25 of those, any one of those 112 systems. And the fourth

014223249

1 is whether we have any solar-powered or photovoltaic
2 systems out there that support those 112 instead of
3 batteries.

4 MR. LEHNER: I think Commissioner
5 Schoenfelder asked for the repeated reports
6 explanation.

7 MR. HEASTON: You did, I'm sorry. An
8 explanation of why in Figures 6 and 7 of Exhibit 12,
9 why the repeats had dramatically changed.

10 COMMISSIONER SCHOENFELDER: Yes.

11 MS. CREMER: That's what I have as a record.
12 I believe that's correct. Does anybody have more that
13 they believe they asked for? Did you want to do
14 closing statements?

15 MR. HEASTON: What are we going to do
16 procedurally here?

17 MS. CREMER: Let's go off the record then for
18 a minute.

19 (A DISCUSSION WAS HELD OFF THE RECORD.)

20 MS. CREMER: All right. Let's go back on the
21 record. There will be no briefing unless, you know, if
22 you should come up with something you want to brief,
23 feel free. Otherwise, Proposed Finding of Facts,
24 Conclusions of Law, will be -- should be filed with the
25 Commission no later than August 1, I believe, is

239

1 that Friday of '97. That would -- we will not close
2 the docket yet. We'll wait for those late-filed
3 exhibits. And so let's close it then on that August
4 1st.

5 MR. HEASTON: Thank you.

6 MS. CREMER: Thank you.

7 (THE HEARING CONCLUDED AT 2:30 P.M.)
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

240

1 STATE OF SOUTH DAKOTA)
2)
3 COUNTY OF HUGHES)

4 I, Lori J. Grode, RMR, Notary Public, in and
5 for the State of South Dakota, do hereby certify that
6 the above hearing, pages 1 through 178, inclusive, was
7 recorded stenographically by me and reduced to
8 typewriting.

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

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

18 IN WITNESS WHEREOF, I have hereunto set my
19 hand and seal of office at Pierre, South Dakota, this
20 23rd day of July, 1997.

21
22 
23 _____
24 Lori J. Grode, RMR
25

-5-		45:1 45:12 45:15 52:21 57:6 82:16 82:23 83:7 83:7 83:25 85:4 86:13 86:17 87:6 87:16 89:23 92:20 92:24 93:23 93:24 94:2 135:7 176:21 176:23 175:25 177:2	45:12 57:6 82:16 83:7 83:7 85:4 86:13 87:6 87:16 92:20 92:24 93:24 94:2 176:21 176:23 177:2	45:15 57:6 82:16 83:7 85:4 86:13 87:6 87:16 92:20 92:24 93:24 94:2 176:21 176:23 177:2	-2-	2:11 23:16 2:00 31:15 35:15 2:11 59:10 2:5 161:22 2:8 166:21 20:31 52:13 57:21 86:22 87:6 87:7 200:11 100:5 200:11 175:8 21:1 97:10 22:14 31:13 44:23 23:11 145:9 23rd 119:20 24:4 17:9 33:8 105:9 142:5 24-hour 11 137:16 25:1 3:5 27:14 57:21 25-pair 11 27:15 2:30 11 178:7 2nd 11 169:9	23:16 31:15 35:15 59:10 161:22 166:21 52:13 57:21 87:6 87:7 100:5 175:8 97:10 31:13 44:23 145:9 119:20 17:9 33:8 142:5 137:16 3:5 27:14 27:15 178:7 169:9	-6-	6:12 85:18 177:8 6,000 31:4 35:4 60:17 60:11 107:4 66 2:10 681,000 169:12	85:18 177:8 31:4 35:4 107:4 2:10 169:12	-7-	7:12 3:4 177:8 7-10 4:2 700 25:17	3:4 177:8 4:2 25:17	-8-	8:11 4:19 4:23 139:9 80 107:16 800 119:6 80202 2:3 88 169:7 8:30 1:12	4:19 4:23 107:16 119:6 2:3 169:7 1:12	-9-	9:31 4:19 4:23 139:8 147:14 150:18 90 107:16 96 3:6	4:19 4:23 147:14 150:18 107:16 3:6	-A-	A.M 11:12 abundance 11 Aberdeen 11 14:22 abide 11 111:1 ability 11 74:19 98:16 114:1 160:1 160:5 abc 12:1 37:7 30:21 33:14 24:15 56:8 56:9 57:21 58:2 64:25 72:12 72:15 74:21 80:11 83:9 86:2 86:10 88:7 111:14 146:6 154:12 156:16 156:19 160:8 160:11 164:24 165:1 166:17 above 11 179:6 absolutely 11 67:7 77:13 106:7 122:1 130:15 absorb 11 104:12 104:15 absorption 11 40:5 40:18 abuse 11 101:18 101:23 AC 11 18:2 18:4 18:7 23:1 23:3 access 11 146:6	11:12 abundance 11 14:22 111:1 74:19 114:1 160:1 160:5 37:7 30:21 24:15 56:8 57:21 58:2 72:12 72:15 80:11 83:9 86:10 88:7 146:6 154:12 156:19 160:8 164:24 165:1 166:17 179:6 67:7 106:7 122:1 104:12 104:15 40:5 40:18 101:18 101:23 18:2 18:4 23:1 23:3 146:6	17739 174:18 acclimate 11 42:12 accomplish 11 38:6 accomplished 11 37:18 according 11 20:21 28:2 34:8 account 11 16:14 42:4 42:4 66:4 110:12 137:4 accountable 11 148:7 accumulated 11 139:18 accuracy 11 100:10 143:9 accurate 11 60:20 82:9 107:16 117:14 135:16 135:20 147:3 152:22 152:23 155:11 155:12 80 107:16 800 119:6 80202 2:3 88 169:7 8:30 1:12 acronym 11 30:15 118:18 acting 11 119:1 action 11 179:17 active 11 39:11 activities 11 39:19 136:25 activity 11 106:23 123:21 151:17 actual 11 34:24 47:23 173:10 actuality 11 137:5 add 11 127:22 add 11 16:4 41:4 42:7 52:12 53:4 75:9 127:24 131:23 adding 11 75:8 95:24 addition 11 78:18 165:2 172:10 additional 11 30:3 46:17 53:5 55:23 57:4 74:5 75:7 76:10 address 11 7:21 7:22 25:16 32:22 34:9 34:12 52:1 52:1 55:4 92:14 96:20 98:7 98:12 98:13 98:25 99:2 104:5 104:6 116:1 119:19 119:22 144:5 addressed 11 28:16 28:17 29:7 35:1 46:19 64:19 addressing 11 98:12 98:17 104:7 104:20 adjustment 11 42:3 55:22
------------	--	---	--	--	------------	---	--	------------	--	---	------------	---	---------------------------	------------	---	--	------------	--	---	------------	--	---	---

adjustments (2)	11.17 12.4 13.7	40.2	arrangement (2)	120.3 120.10 120.11																																																									
41.16 41.24	14.9 43.14 77.6	anyway (4)	29.8 156.4	120.15 132.13																																																									
administer (1)	ALIT (1)	86.2 137.2 140.13	art (1)	availability (1) 74.18																																																									
administered (1)	28.5 29.25 94.25	apartment (1)	68.23	80.25 104.3																																																									
102.12	95.7	appear (2)	108.18	available (2)	10.6																																																								
admission (1)	118.20	120.14	articulate (1)	11.14 22.24 43.4	43.24 80.5 80.18																																																								
admitted (1)	5.6	appearances (1)	arts (1)	80.20 81.11 82.11	82.12 87.15 87.23																																																								
5.25 15.9 15.11	115.4 154.9	4.5	asks (1)	92.9 98.18 103.9	105.22 106.3 106.25																																																								
117.3 118.23 168.6	allied (1)	152.12	aspect (1)	107.24 114.25	Avenue (1) 7.23																																																								
advance (2)	allocation (1)	138.18	78.18 100.17	average (2)	124.2																																																								
104.9	allow (1)	40.1	aspects (1)	160.4	avoid (1)	109.23																																																							
advent (1)	allows (2)	132.20	assess (1)	180.4	aware (1)	53.8																																																							
advice (1)	159.25	124.17	assessing (1)	62.21 85.10 127.7	127.9 129.18 134.20																																																								
102.3	alluding (1)	70.4	assign (1)	141.8 143.10 143.13	170.12 170.17																																																								
affair (1)	almost (1)	161.20	assistance (2)	away (2)	167.17 162.2	-B-																																																							
affect (1)	alone (1)	69.5	164.25	B (1)	10.8	B-6 (1)	84.10																																																						
affectionately (1)	along (1)	107.12	assume (4)	bachelor (1)	26.2	backbone (1)	71.15																																																						
79.13	alter (2)	120.16 120.20	87.25 89.22 147.20	background (2)	26.1	145.8																																																							
afford (1)	altered (1)	137.14	assumed (2)	backhoe (1)	18.24	backing (1)	88.22																																																						
affordability (1)	always (1)	57.24	153.12	backlog (2)	30.21	33.16 43.9 43.25																																																							
after the fact (1)	72.10 79.15 85.4	51.24 84.18 147.9	assuming (2)	61.9	76.25	44.3 44.13 54.21																																																							
29.18	98.23 99.7 111.6	148.12 162.22	153.1	78.24	assure (1)	11.14	29.9 55.23 57.4	57.24 63.4 91.18	assurances (1)	121.5	assure (2)	26.15	assured (4)	33.17	58.4 61.20 61.22	91.14 103.5	assures (2)	62.5	AT&T (1)	2.10	4.6 15.22 49.6	102.22 125.22 151.9	165.11 168.10 172.24	attached (4)	17.21	17.22 17.23 77.15	Attachment (1)	10.8	attachments (1)	116.8	attempt (4)	97.4	98.23 104.19 104.25	attempted (4)	134.20	143.11 163.24 164.8	attendant (1)	119.16	119.20 119.20 120.6	120.7 120.9 120.12	120.16 120.17 120.20	120.23 121.5 154.12	attendants (1)	121.22	attention (1)	91.23	attorney (1)	136.20	179.14 179.15	audit (1)	127.9	audits (1)	128.22	August (1)	107.21	177.25 178.3	automatic (1)	26.25	140.4 140.6	automatically (1)	28.12 108.9 119.18
against (2)	52.11	92.5	Agar (1)	22.1	age (4)	36.2 53.22	77.16 176.22	aggregate (1)	37.22	40.5 41.18 41.20	68.16	aggregated (1)	126.9	aging (1)	88.5	ago (1)	45.20 105.16 154.5	agree (1)	79.22 80.5	80.8	agreeing (1)	81.19	agreement (1)	121.14	agreements (2)	55.10	55.14	ahead (4)	9.5	123.15 125.4 166.5	166.6 166.9	ahold (1)	162.6	Ailts (1)	1.19	aimed (1)	164.13	alarm (1)	13.7	42.18 42.23 43.23	42.25 43.2 43.3	43.4 43.8 43.10	43.13 43.14 43.15	58.16 58.19 76.16	76.20 76.21 77.3	alarmed (1)	30.11	alarms (1)	12.13	alarms (1)	9.7										
amount (1)	56.25	66.10 77.19 122.25	139.22 163.15 163.23	169.22 174.9	amounts (1)	68.21	164.1 169.13	analog (1)	34.12	34.16 35.6 35.22	36.18 59.7 59.12	59.25 60.1 73.6	analysis (1)	40.13	127.8 135.18 135.20	135.21 135.23 136.12	136.17 141.3 142.22	147.8	analyst (2)	167.11	171.20	analysts (1)	126.5	analytical (1)	126.3	analysis (1)	125.12	analyze (2)	125.8	125.8	analyzing (1)	31.10	annual (1)	118.6	answer (1)	45.18	57.2 71.21 72.3	80.17 93.7 95.21	113.14 135.17 146.23	150.11 155.18 157.7	157.9 157.11 170.3	answered (4)	23.9	73.2 156.24 157.9	answers (3)	108.8	120.6 142.19 158.19	76.11	anticipate (1)	50.16	anticipated (1)	38.7									

45.17	46.15	46.17	37.2	38.4	59.1	23.8	23.18	23.21	115.2	catch[1]	38.23
46.20	46.22	47.18	62.23	74.3	74.3	24.2	24.6	24.10	122.25	categories[1]	100.25
53.4	54.9	54.15	75.1	75.1	75.1	24.12	24.16	55.19	calculated[1]	76.3	101.25
54.18	55.21	56.1	75.5	83.21	99.8	59.19	56.24	57.6	calculation[1]	96.2	101.25
56.4	56.5	56.6	big[1]	53.3		58.6	58.11	58.21	calculation[1]	125.19	147.19
56.15	72.18	82.15	Bill[1]	4.10		59.11	59.16	59.19	calculus[1]	2.3	151.16
82.19	83.3	83.25	billed[1]		174.6	60.3	60.16	60.20	calculus[1]	2.3	151.16
84.8	84.8	84.10				60.24	94.9	94.14	Calif[1]	144.6	148.22
84.82	85.1	85.4	bit[1]	46.12	59.14	94.16	94.21	103.2	calls[1]	67.1	144.13
88.41	88.4	88.41	66.7	108.2	108.2	105.28	153.17	161.19	77.19	77.20	97.1
88.23	89.10	89.12	127.3	129.3	152.4	106.06	106.11	127.3	97.6	97.16	101.10
90.14	90.16	90.18	154.5	158.21	161.18	127.11	128.3	128.9	103.3	103.4	103.22
93.2	176.21	176.23	block[1]		99.15	128.12	133.16	133.24	104.16	108.3	108.25
177.3			114.20			141.15	141.20	141.24	119.6	121.11	121.19
battery[15]	16.17		blockage[1]	134.15		142.2	142.9	142.14	122.4	131.1	131.2
17.21	17.23	17.24	BLT.C[1]	20.18		152.17	151.14	151.20	140.6	140.11	142.3
17.24	18.1	18.4	Bob[1]	1.21	3.10	153.11	152.16	152.25	145.17	154.25	158.24
18.9	20.4	22.20	107.21	165.20	167.3	155.9	160.19	161.2	159.24	160.22	161.7
20.21	42.19	42.22	170.21	179.1	224.2	165.1	161.10	161.23	165.21		
43.23	44.1	44.4	BOC's[1]	133.21		163.13	163.21	165.16	cannot[1]	28.16	
44.13	47.7	47.12	133.25	138.14		165.25	166.6	166.10	35.12	139.24	154.18
53.8	55.20	57.1	boils[1]	80.22		167.20	170.2	170.13	156.20		
61.4	61.7	76.16	booster[1]	60.21		167.17	175.18	176.6	cap[1]	70.9	
76.23	76.25	77.2	boosting[1]	60.22		176.11			capability[1]	74.22	
82.17	83.22	84.14	borne[1]	37.11		7.22	25.16	38.20	106.13	124.20	
84.21	85.10	86.6	bottom[1]	13.19		39.12	40.23	41.4	capabilities[1]	74.20	
87.13	87.15	87.21	32.7	37.24	49.1	65.21	66.7	74.3	capacity[1]	116.11	
87.24	88.17	88.17	flex[1]	93.8		75.1	75.6	78.10	144.15		
89.2	90.9	92.10	block[1]	2.5	2.8	79.7	81.11	96.20	capacity[1]	8.2	
92.20	94.5		2.10			99.25	116.1	123.19	12.20	25.20	25.22
bears[1]	37.6		bridge[1]	33.19		130.3	130.10	138.10	29.11	30.15	30.1
37.14	51.21		break[1]	7.8		140.10	140.12	144.5	63.4	63.8	144.1
become[1]	116.23		90.25	115.13	130.11	147.14	149.7	150.19	capital[1]	52.12	
becomes[1]	79.9		139.20			151.4	156.21	172.8	76.10		
began[1]	144.16		business[1]	78.21		176.9			Capitol[1]	1.13	
begin[1]	7.2		bridge[1]	33.19		176.9			captured[1]	109.19	
beginning[1]	47.3		35.13	35.15	35.17	130.3			capturing[1]	159.24	
147.19			35.20	35.21	37.5	busy[1]	155.5		care[1]	31.19	43.19
begins[1]	99.11		52.8	73.3	75.10	bypasses[1]	21.7		53.15	154.21	162.7
begun[1]	23.22		76.6						car[1]	99.24	
46.16			brief[1]	132.9	177.22				career[1]	144.1	
behalf[1]	4.6		briefing[1]	177.21		C[1]	2.1	4.1	cafe[1]	88.9	
4.7	4.8	4.10	briefly[1]	10.11		cable[1]	17.1	18.20	carefully[1]	72.24	
4.12	150.11		bring[1]	4.15		18.22	19.5	21.25	Carol[1]	3.7	
behind[1]	166.9		9.16	14.8	22.22	26.21	26.22	27.3	4.20	4.22	115.17
Bell[1]	129.5	133.21	92.22			27.20	27.25	27.21	115.19	115.25	157.12
belongs[1]	111.17		28.22	28.1	28.6	28.22	28.1	28.6	car[1]	44.12	44.12
below[1]	23.17		27.28	29.3	29.11	32.18	32.14	32.2	carries[1]	133.19	
57.15	91.14		brings[1]	109.5		31.19	31.21	32.4	carry[1]	36.11	36.19
benefit[1]	88.6		broken[1]	16.8		32.8	32.14	33.10	37.4	37.8	
97.22	109.17		brought[1]	54.7		33.3	33.6	33.11	case[1]	6.20	6.21
benefits[1]	92.5		56.16	70.23	70.24	33.37	34.24	34.24	29.15	35.54	34.1
best[1]	1.21	41.9	134.18			42.17	42.23	42.24	62.18	65.9	71.13
77.23	78.15	84.15	budget[1]	69.18		48.8	48.11	48.12	79.15	80.1	81.6
85.22	88.15	90.6	71.8	80.21	81.3	48.16	48.25	54.9	87.8	89.19	91.9
92.14	93.8	111.11	build[1]	9.13		62.23	63.9	63.11	104.16	148.11	162.23
117.14	122.2	122.4	building[1]	1.13		80.1	80.3	80.5	165.18		
152.6			19.11	67.24	67.24	80.16	80.11	80.18	cases[1]	73.16	
better[1]	32.22		91.17	114.6		81.11	82.3	82.10	73.16	73.17	103.25
32.23	46.12	56.4	built[4]	12.10	12.10	82.10	82.12	82.23	104.9	104.13	173.14
56.7	101.12	131.17	122.24	136.12		87.23	95.4	95.8	173.15		
between[1]	23.4		bulk[1]	173.20		95.9	95.16	95.17	cash[1]	176.10	
13.12	14.7	25.2	Bureau[1]	154.11							
59.2	74.2	74.15	Burg[10]	1.16							
109.18	114.17	121.21	7.1	21.23	22.3						
124.23	142.11		22.12	22.16	23.5						
beyond[1]	36.11										

TC96-016

Condensent!™

challenge - concern
7-16-97

59.16 59.19 60.3	chore [2]	120.24	combined [1]	12.22	106.11 107.18 108.1	26.7 48.23 66.24	
60.16 60.20 60.24	chore [2]	169.19	coming [1]	11.3	108.7 108.15 108.19	67.18 68.4 71.8	
94.9 94.14 94.16	church [1]	152.10	48.10 64.16 68.9	108.22 109.4 109.9	79.8 80.4 80.19	79.8 80.4 80.19	
94.21 103.2 105.15	circle [1]	27.9	70.25 78.14 122.5	109.15 109.20 110.1	80.21 82.10 87.24	80.21 82.10 87.24	
105.17 105.19 106.8	circuit [2]	12.20	124.11 126.7 145.17	110.5 110.15 110.24	88.1 102.10 129.4	88.1 102.10 129.4	
127.3 127.11 128.3	16.16		159.14	111.16 112.1 112.6	129.6 147.3 147.7	129.6 147.3 147.7	
128.9 128.12 133.16	circuits [3]	14.3		112.22 113.2 113.13	148.6 148.11 162.6	148.6 148.11 162.6	
133.24 141.15 141.20	circuits [3]	14.3	comment [1]	7.7	113.20 114.15 115.6	165.23 169.9 169.25	
141.24 142.2 142.9	14.5 123.1	123.3	commentary [1]	146.17	115.8 126.4 128.13	171.19	
142.14 142.17 151.14	cite [1]	39.10	comments [2]	5.10	128.21 128.25 129.11	company-wide [1]	
151.20 151.23 152.16	CITTT [1]	172.19	30.3		129.19 130.1 130.9	49.21	
152.25 153.11 153.20	CITTT [1]	172.19	commercial [1]		130.16 130.23 131.6	compares [1]	32.18
158.20 159.12 160.19	city [5]	176.5	131.11 131.16 132.1		133.3 133.10 133.14	comparison [1]	126.21
161.2 161.5 161.10	clarification [4]		18.2 18.7 23.1		134.2 142.20 142.24	compile [1]	147.14
161.23 165.16 165.25	45.10 95.1	138.15	52.19 55.24 56.1		143.2 143.6 143.7	compiled [2]	126.10
166.6 166.10 167.20	165.16		56.17 58.20 76.19		143.14 149.11 153.21	151.20	
170.2 170.13 170.17	clarify [4]	108.14	76.22 84.25 89.7		153.22 155.9 155.13	complain [1]	110.19
175.18 176.6 176.11	112.12 132.3	170.19	89.9	commission [14]	156.5 156.14 156.23	complainant [1]	153.25
challenge [2]	164.19			1.1 1.10 1.16	157.24 158.18 162.21	complained [1]	156.19
129.16	CLASS [1]	30.4		1.19 4.13 4.16	163.13 163.21 170.22	complain [1]	146.25
challenged [1]	clear [4]	15.10		5.7 5.13 6.4	171.2 171.7 171.8		
Chamberlain [1]	159.21 176.18			6.22 10.3 18.16	173.4 173.8 173.16		
74.1	clearance [1]	63.23		67.13 70.23 71.17	174.3 174.7 174.12		
Chamberlain's [1]	cleared [2]	107.5		107.18 118.10 123.7	174.17 174.22 174.25		
74.4	107.6			134.24 138.16 139.1	177.4 177.10		
chance [4]	clearly [1]	112.20		143.4 145.5 145.15	commissioners [10]		
117.5 117.11 156.17	clerical [1]	97.13		145.16 146.3 149.10	6.24 16.1 55.18		
change [1]	clockwise [1]	21.4		149.13 151.2 153.9	103.1 122.2 149.16		
99.25 105.15 127.17	close [4]	101.11		162.19 163.10 167.10	151.13 165.15 168.14		
141.6 141.8 141.9	146.15 146.16	178.1		167.13 171.21 177.25	173.3		
141.11 141.12 141.17	178.3		Commission's [1]	97.22	commitments [1]		
142.12 159.25 162.10	closed [1]	142.5		commissioner [14]	116.20 134.20 134.22		
changed [4]	146.15 160.14			1.16 1.17 1.11	143.8		
137.23 158.5 177.9	closer [1]	66.14		16.2 16.15 16.21	commitment [4]		
changes [5]	closing [2]	176.15		16.25 17.4 17.7	123.4 123.7 137.14		
128.19 128.20 138.2	177.14			17.11 17.18 18.10	137.18		
147.9	closures [1]	30.5		18.15 18.22 18.25	commitments [1]		
changing [1]	CO [2]	2.3		19.1 19.7 19.9	122.17 122.23 122.23		
59.22 106.24	co manage [1]	144.23		19.13 19.21 20.5	123.12 123.17 134.12		
channel [2]	code [1]	112.18		20.16 20.20 21.8	137.17 138.13 138.24		
147.7	120.13 120.14	120.25		21.14 21.21 22.16	139.14 139.21 140.1		
channels [1]	127.20 127.23	132.23		24.12 24.19 59.6	140.5		
charge [2]	133.2			59.25 60.25 61.8	committed [1]	123.2	
154.14	codes [1]	139.20		61.12 61.21 62.11	common [2]	133.19	
charged [8]	coils [2]	34.19		63.12 63.19 64.6	145.23		
58.7 112.25 146.22	35.3 35.11	35.19		64.24 65.24 66.3	commonly [1]	44.5	
charges [2]	37.5 52.5	58.22		66.22 67.4 67.8	communicating [1]	59.3	
138.5	58.23 58.24	59.4		69.6 69.14 70.10	communication [4]		
charging [1]	59.6 59.17	59.18		70.13 71.2 72.4	69.8 97.4 117.8		
chart [1]	59.21 60.1	60.3		72.13 72.25 73.9	118.9 121.15 159.24		
134.8	60.11 60.13	60.13		73.22 74.7 74.9	communications [10]		
check [1]	60.11 60.13	60.13		74.19 74.24 75.4	8.1 8.3 25.19		
13.16	73.3 75.10	76.3		75.8 75.13 75.19	25.21 58.25 86.6		
27.5 29.25 62.12	76.4			76.15 76.24 77.5	96.23 96.25 144.8		
66.25 72.2 86.23	cold [4]	57.14		77.8 77.14 78.3	146.5		
90.10 95.13 98.16	90.17 90.25			78.19 79.17 79.19	communities [3]		
98.16 103.23 105.21	80.3 80.15	82.5		80.17 80.15 82.5	38.8 38.9 38.21		
106.18 127.6 126.13	82.14 82.21	83.6		82.14 82.21 83.6	50.14 50.15		
176.16	83.11 83.15	83.24		83.11 83.15 83.24	community [4]	38.14	
checked [7]	84.4 84.14	84.17		84.4 84.14 84.17	42.10 77.25 88.16		
28.14 43.13 43.16	84.20 85.3	85.7		84.20 85.3 85.7	92.15 95.18		
95.7 95.17 95.19	85.14 86.12	86.16		86.24 87.1 87.4	companies [1]	49.12	
checking [4]	87.11 87.18	87.20		87.11 87.18 87.20	125.14 133.22 162.4		
12.9	88.13 88.19	89.1		88.13 88.19 89.1	170.10		
172.13	89.5 89.21	90.15		89.5 89.21 90.15	company [24]	26.6	
choice [2]	92.8 92.18	93.14		92.8 92.18 93.14			
111.13	93.17 93.19	93.22		93.17 93.19 93.22			
choose [1]	94.4 94.7	106.10		94.4 94.7 106.10			
chooses [1]							

2/15

61.4 88.4 101.25	55.7 67.12 67.19	13.3 76.18 130.4	15.3 15.7 15.9	119.21 119.25 120.2
105.20 119.23 154.5	67.22 69.7 80.10	correctness (1) 119.21	15.20 15.22 15.24	121.9 123.8 124.25
concerned (10) 34.22	103.10 107.19 107.20	correspondence (4)	16.1 24.20 25.6	125.5 126.8 130.20
54.23 72.20 78.11	consult (2) 97.4	145.19 150.2 150.3	42.15 49.6 50.3	131.9 131.12 131.20
111.6 126.19 163.23	consultant (1) 100.13	150.22	55.18 94.22 96.5	132.17 134.16 140.6
concerning (5) 30.19	consultants (1) 97.2	cost (14) 34.5 34.7	96.7 96.10 102.20	140.9 142.3 142.8
33.22 97.19 119.2	97.3 101.7	102.22 102.24 103.1	102.22 102.24 103.1	144.18 146.2 146.9
concerns (9) 71.4	consumer (4) 109.21	115.9 115.12 115.15	118.22 122.12 125.22	147.2 148.2 148.10
72.12 85.20 86.4	111.3 114.19 155.14	125.24 127.2 134.1	134.7 134.14 134.19	149.5 149.7 150.3
86.10 92.7 109.11	consumers (3) 21.9	134.7 134.14 134.19	134.7 134.14 134.19	152.3 153.3 153.6
118.25 150.4	109.11 156.11	134.7 134.14 134.19	134.7 134.14 134.19	154.13 154.13 154.18
CONCLUDED (1)	contact (6) 103.21	134.7 134.14 134.19	134.7 134.14 134.19	154.21 154.23 154.25
178.7	104.25 149.9 162.1	134.7 134.14 134.19	134.7 134.14 134.19	155.3 155.4 155.22
Conclusions (1)	169.1 172.5	134.7 134.14 134.19	134.7 134.14 134.19	155.25 156.1 159.20
177.24	contacted (9) 148.11	134.7 134.14 134.19	134.7 134.14 134.19	159.23 160.3 160.16
condition (4) 34.14	168.21 168.24 169.4	costs (18)	140.22 140.25 143.15	customer's (4) 109.2
59.8 59.11 74.5	169.17 169.24 170.10	37.10 52.6 52.11	143.19 147.11 151.9	110.10 132.12 106.2
conditioned (1) 34.12	171.25 172.16	73.2 73.4 73.11	151.11 151.13 157.1	customers (26) 12.17
conditioning (5)	contacts (1) 119.1	73.20 75.13 75.14	157.4 162.12 162.14	51.18 52.19 77.12
34.5 34.7 37.4	contained (1) 117.9	75.15 75.16 75.17	162.24 163.2 163.9	97.3 97.6 100.2
75.7 75.12	continually (1) 56.16	75.18 76.10 92.5	165.11 165.13 165.15	101.20 109.23 110.3
conditions (1) 23.14	79.1 158.2	92.5 92.6	166.11 166.14 166.25	111.7 111.11 110.3
67.17 102.2	continue (2) 82.8	168.10 168.12 168.18	166.11 166.14 166.25	119.1 121.23 121.25
conference (1) 7.7	100.20	168.10 168.12 168.18	168.10 168.12 168.18	123.2 131.4 139.18
8.25 10.20	continued (1) 22.2	168.10 168.12 168.18	168.10 168.12 168.18	139.22 140.3 147.1
conferencing (1)	continuing (1) 61.14	172.22 172.24 173.1	168.10 168.12 168.18	152.10 156.19 158.2
173.22	continuity (4) 12.24	173.3 175.2 175.4	172.22 172.24 173.1	cut (2) 22.15 69.2
configured (1) 11.18	13.6 13.8 13.14	175.8 175.12 176.14	173.3 175.2 175.4	cuts (2) 18.24 25.1
confirm (1) 53.16	continuously (2)	177.11 177.17 177.20	175.8 175.12 176.14	cutting (2) 14.3
confirmation (2)	contract (2) 102.1	178.6	177.11 177.17 177.20	168.18
148.1 148.2	111.1	counter-clockwise (1)	crimp (1) 27.22	cycle (1) 93.15
conflict (1) 109.17	control (1) 66.10	21.4	criteria (4) 12.1	
confusion (1) 34.3	controlled (3) 86.1	country (1) 80.25	124.15 141.12 142.11	D (1) 3.1 4.1
74.12 74.15	88.25 89.19	COUNTY (1) 179.2	58.17 127.20 160.2	59.10
conjunction (1) 14.25	conversation (2)	couple (1) 16.3	cross (1) 35.5	D's (1) 73.18
connect (1) 100.15	110.22 146.12	55.19 57.9	cross-check (1) 67.5	Dakota (1) 1.2
connected (1) 19.17	conversion (2) 10.18	106.10 134.3 151.14	106.13 127.5	1.13 2.5 2.8
connecting (1) 17.21	37.3	153.22	cross-connections (1)	2.11 5.9 7.20
connection (1) 173.10	convert (4) 35.8	160.24	12.12	7.22 8.15 10.12
connotation (1) 79.14	36.18 37.1 73.6	Court (1) 4.18	42.16 49.7 50.4	26.23 30.5 30.22
cons (1) 55.2	copies (1) 10.7	cover (1) 70.8	122.13 126.1 147.12	30.24 31.4 33.23
consider (1) 42.9	copper (10) 19.5	covered (1) 121.20	59.2 60.15	44.8 44.19 48.20
45.25 102.8	26.22 27.3 30.10	covers (1) 24.3	cupboard (1) 88.11	48.21 49.2 51.6
considered (2) 49.25	31.25 32.14 34.24	cracks (1) 154.8	curious (1) 51.14	69.10 69.17 69.25
66.8	58.25 71.23 73.6	crate (4) 27.23	51.22 170.20	69.25 70.9 70.18
consistency (1) 160.9	copy (1) 134.7	52.10 73.12 73.17	current (5) 19.10	71.1 79.2 81.19
consistent (2) 33.14	corporation (1) 150.12	created (2) 120.19	116.7 116.14 122.24	82.16 92.21 93.15
120.13	correct (1) 10.2	142.7	144.25	94.17 95.7 97.7
consolidations (1)	15.7 20.19 23.7	creating (1) 35.24	curt (1) 101.19	100.7 100.7 117.8
158.23	23.20 24.5 36.8	73.15 73.20	customer (46) 28.7	146.3 149.10 150.25
constant (1) 17.5	47.17 50.22 78.10	creation (1) 159.14	35.23 37.11 51.21	167.12 168.22 171.21
constantly (2) 16.19	82.7 85.6 95.2	credit (1) 139.17	75.15 97.1 97.23	172.14 172.19 179.1
106.24	95.20 106.5 107.11	140.10	98.7 98.21 98.24	Dan (1) 3.5 25.8
constituents (1)	118.11 118.16 126.6	140.13	100.14 101.6 101.18	25.9 25.15 76.12
77.11	126.12 127.4 135.12	credited (1) 139.22	101.22 102.9 103.20	data (2) 5.8 10.9
constraints (2) 93.5	139.11 139.12 141.22	credits (1) 139.10	103.21 104.8 104.12	12.15 13.22 14.1
93.9	134.23 142.15 142.16	139.14 139.19	104.14 104.16 104.20	35.9 39.10 39.10
constructed (1) 67.23	168.1 171.1 171.6	Cremer (107) 1.20	105.8 105.13 106.4	39.19 40.12 53.18
construction (12)	173.7 174.9 174.19	4.4 4.14 4.22	108.8 108.18 108.23	117.9 117.11 117.13
8.17 40.18 48.5	174.24 177.12 179.10	5.5 5.15 5.21	110.7 110.18 111.24	118.1 118.13 118.8
	corrections (1) 167.17	5.25 6.3 6.7	113.6 114.11 119.6	119.3 121.4 126.22
	correctly (4) 12.13	6.11 6.25 7.3	119.14 119.19 119.19	126.23 127.22 127.25
				128.3 128.4 128.7
				128.14 128.17 129.13

129.16 129.20 134.21	41.14 41.18 41.21	developer (1) 104.9	discrepancies (1) 107.11	131.3 135.18 140.14
134.25 135.16 135.19	42.6 42.13 50.14	developing (1) 144.21	discuss (2) 52.23	159.6 164.7 166.15
136.18 138.13 138.16	51.4 68.16 82.2	development (4)	101.11	168.20
143.8 143.10 143.11	demands (4) 32.1	38.19 40.2 40.6	discussed (1) 122.8	Douglas (1) 96.21
147.3	48.7 81.17 81.21	92.16 106.13 114.4	130.24 132.2	Dowling (1) 169.10
database (5) 98.14	demographic (1) 41.4	developments (4) 39.9 39.12 39.12	discussing (1) 50.7	down (2) 9.15
145.24 146.20 147.6	demographics (1) 42.16	114.3	51.17 55.5	11.9 11.13 11.16
149.25	Denver (1) 2.3	deviation (1) 112.14	discussion (1) 119.22	13.9 14.8 14.9
Jate (1) 9.10 23.10	9.19 15.1 20.12	devices (1) 12.9	121.21 177.19	37.23 65.4 80.22
30.14 98.20 98.21	63.14 106.16 107.3	devoted (1) 150.13	discussions (2) 158.17	93.11 101.11 114.20
98.24 105.7 120.14	107.14 107.14 116.2	diagnostic (1) 28.21	176.8	124.13 124.19 124.19
120.25 123.2 132.24	126.9 144.6 144.12	Dick (4) 148.11 148.21	dispatch (4) 22.11	134.16 135.9 135.10
138.17 138.17 138.18	145.24 151.3	150.9 153.9	28.14 28.18 29.20	141.5 141.5 141.7
138.19 142.25 146.15	Denver based (1) 145.9	difference (4) 55.20	43.6 120.4	164.7
163.15 166.8	89.13 89.14 101.21	62.8 70.16 81.2	dispatched (5) 43.18	dramatically (2) 99.25 177.9
dates (2) 123.4 123.7	depend (1) 52.14	113.9 132.22 132.22	133.1	drastic (1) 141.10
Dauner (1) 3.6	71.22 72.3	125.18	dispatches (1) 29.21	draw (1) 63.8
126.11	dependability (2) 56.21 56.23	different (34) 11.15	display (1) 102.7	drawn (1) 100.6
Dave (2) 1.22 94.23	dependent (2) 77.25	14.14 14.14 27.11	displeasure (4) 140.20	draws (1) 98.10
days (2) 17.10 154.5	78.7	37.15 61.14 61.15	150.4 152.5 153.10	driving (1) 23.16
db's (1) 36.16	depend (4) 54.13	61.17 61.17 71.11	disrupt (1) 21.4	drop (1) 13.14 120.24
deal (1) 19.19 32.0	64.8 64.9 101.2	71.11 76.8 81.12	distance (2) 87.6	121.3
34.19 43.11 102.16	depict (2) 165.6	93.3 97.25 100.2	164.19 168.20 168.23	dropout (1) 14.1
110.2 110.2 111.17	105.7	107.14 122.16 129.8	170.7 171.23 176.19	drops (1) 13.15
111.21 111.22 111.24	depicted (1) 169.14	129.8 129.16 130.12	distant (1) 91.25	dropped (2) 120.23
130.17 154.1 155.19	deployed (1) 176.23	139.4 139.5 151.16	distribution (1) 38.2	121.2
155.25 158.1	depth (1) 103.25	158.5 158.21 158.21	38.2 74.13	drops (1) 12.24
159.13 161.24	derive (1) 40.1	164.14 165.3 166.17	District (2) 173.21	due (3) 77.9 77.10
167.1 171.4	derived (1) 60.9	166.22 166.23 168.22	173.25	77.14 143.3 143.3
December (1) 23.15	Des (1) 140.13	170.23 170.24	divided (1) 124.12	duly (1) 7.11 25.10
decide (1) 132.21	describe (1) 10.11	difficult (4) 32.4	dividing (1) 122.25	96.14 115.20 143.23
decided (1) 81.3	described (1) 127.15	68.10 129.10 161.16	Division (2) 163.12	163.5 167.5 171.14
decimal (1) 123.9	describing (1) 161.4	difficulties (1) 82.13	167.12	during (4) 32.12
decision (1) 28.25	description (1) 132.10	difficulty (1) 148.19	docket (1) 178.2	48.6 55.6 122.24
43.6 44.25 47.7	132.12 159.20	digital (4) 34.16	document (4) 4.19	8.7
58.15 58.18 64.22	designated (1) 10.13	35.8 36.18 37.4	5.6 5.14 110.22	
64.23 64.25 66.5	31.5 150.1	37.7 59.8 59.13	documentation (5) 20.6 62.16 62.20	-E-
79.9 80.23 81.5	designed (4) 9.21	60.1 60.2 70.4	136.23 164.4	E (5) 2.1 2.1
81.9 83.23 85.22	9.21 15.14 90.9	73.7 73.14 93.21	documented (2) 119.24 158.16	3.1 4.1 4.1
88.1 90.4 90.4	Desmet (1) 20.1	94.3	documents (7) 63.7	174.18
decisions (1) 80.19	detail (5) 34.1	157.15 163.7 167.7	164.9	early (1) 67.12
dedicated (4) 99.1	133.13	171.16 175.22	doesn't (1) 62.7	29.23
145.15 145.16 147.1	determine (1) 69.17	directed (1) 145.19	68.24 68.24 95.15	carmark (2) 29.2
dedication (1) 99.4	determination (1) 68.20	148.16 154.23	105.9 114.25 127.5	casier (1) 6.6
decem (1) 66.7	69.23 69.24	direction (4) 11.19	134.7 136.9 172.3	6.7 33.10
decmed (1) 101.22	determine (14) 30.22	11.20 63.25 130.8	dollar (5) 164.14	casist (2) 37.23
decmed (1) 155.5	37.22 37.25 41.9	138.2 150.15	166.20 169.13 169.22	48.14
defective (4) 28.8	47.1 50.18 63.6	directions (1) 22.22	174.9	cast (1) 24.3
29.1 29.5 53.4	98.19 100.10 124.14	directly (1) 149.11	dollars (4) 80.22	eastern (4) 8.14
definitely (2) 31.14	124.25 132.16 132.21	156.1 179.16	166.17 166.21	100.6 107.15 121.14
definition (5) 122.16	152.18	director (1) 163.12	done (1) 8.11	econometric (1) 39.3
122.18 124.1 124.8	determined (2) 46.18	directory (1) 97.12	8.25 14.2 23.13	economic (5) 50.25
124.9	69.18	discharges (1) 17.24	29.2 37.18 44.24	80.23 88.1 88.2
definitions (2) 129.1	determining (1) 51.1	disciplinary (1) 102.16	44.25 67.17 68.4	90.4
137.23	dev'lop (5) 39.14	disconnect (1) 120.18	100.5 101.12 106.1	economically (1) 78.20
degree (4) 26.2	39.18 39.19 40.1	discontinue (1) 13.9	106.16 107.3 112.21	economics (4) 26.2
68.22 91.14 91.15	104.10	discovered (1) 29.19	119.12 120.5 120.9	26.4 80.23 81.10
delayed (1) 105.10	developed (1) 33.2		120.10 120.11 122.2	
delivering (1) 144.21			125.12 126.13 126.15	
demand (1) 32.14			126.24 127.8 127.13	
37.22 39.24 40.5				

education [2] 26.5 172.1	engineering [2] 116.13 116.13	establishes [1] 141.22	150.10 151.1 151.24	expressing [1] 152.5
educational [1] 26.1	engineers [1] 104.25	estimate [1] 40.5	152.16 153.14 154.3	extend [4] 34.20
effect [3] 22.15	entail [1] 116.17	estimates [1] 76.14	154.19	56.24 76.7 95.24
53.23 106.14	enter [8] 108.11 108.23	estimation [1] 114.12	4.23 5.7 5.10	extended [4] 35.22
efficient [1] 78.12	109.2 109.11 109.22	et [2] 8.25 20.15	5.20 6.2 6.3	51.18 74.17 123.7
effort [2] 46.16	110.7 122.23 123.8	evaluate [2] 46.25	6.5 6.10 6.14	extending [1] 76.9
155.25	entered [1] 108.12	130.5	7.15 10.1 10.10	extension [7] 36.5
efforts [1] 54.3	enters [1] 113.5	evaluation [2] 130.11	14.24 15.2 15.7	37.10 51.22 52.10
111.8 163.14	entire [1] 99.24	132.14	15.10 16.5 17.3	103.8 103.17 160.21
EIA [1] 74.17	entirely [2] 35.17	event [8] 102.17	117.5 117.14 117.18	extent [4] 39.10
eight [5] 4.19 44.4	81.12	120.15 120.21 120.22	117.20 117.22 117.24	40.10 42.12 63.18
84.8 99.23 145.9	entitled [2] 140.4	130.4 132.12 140.21	118.9 118.18 118.21	external [4] 82.18
either [2] 5.1	140.23	160.17	134.4 135.2 139.8	83.1 83.4 116.19
28.25 38.1 63.4	environment [14]	events [2] 126.14	139.9 139.9 141.1	externally [2] 129.21
64.4 65.18 74.10	37.9 49.23 55.12	130.8	141.16 147.14 147.15	146.13
78.11 85.1 98.4	73.17 73.20 86.11	eventually [1] 126.9	150.18 167.15 167.15	extract [1] 12.16
109.19 110.18 125.4	88.25 89.20 89.25	everywhere [1] 69.8	167.17 167.19 167.21	extremely [2] 78.20
134.7 145.15 155.8	90.17 90.23 91.6	ex [1] 136.16	167.22 168.2 176.22	129.9
	91.11 148.25	exact [1] 14.15	177.8	
elaborate [1] 152.24	environmental [2]	129.10 139.22	exhibits [4] 4.2	-F-
electrical [4] 16.16	86.10 93.5	exactly [1] 46.2	4.17 4.19 5.1	face [2] 161.24 161.24
18.4 27.23 60.14	environmentally [1]	54.4 63.16 80.6	176.18 178.3	facilities [2] 26.12
electronic [4] 16.14	86.1	80.17 104.21 116.16	exist [2] 61.20 62.25	129.11 119.11
26.24 62.4 72.18	equal [1] 127.14	126.23 128.1 133.20	existing [4] 8.10	26.15 26.16 26.18
72.21 128.18	equipment [34] 8.9	141.18 151.19 155.20	14.3 98.2 127.23	27.3 27.5 27.8
electronically [2]	8.10 8.12 9.4	EXAMINATION [11]	exists [1] 62.21	29.1 30.10 30.10
29.6 63.2	9.8 9.10 9.15	7.13 24.23 25.12	expect [4] 46.22	30.20 31.1 37.17
electronics [1] 19.12	9.16 9.20 9.20	96.16 115.22 144.1	61.24 71.18 72.7	80.1 83.3 94.6
22.9 22.9	12.8 12.14 12.18	157.15 163.7 167.7	90.25 99.21	98.18 99.3 104.3
elements [4] 39.22	13.1 13.22 14.4	171.16 175.22	expectation [1] 104.14	104.3 105.9 105.21
39.23 68.20 98.2	14.8 15.18 17.20	examined [10] 7.12	expectations [1]	107.22
eliminate [1] 151.21	19.6 19.8 19.11	25.11 96.15 115.21	77.10	facility [1] 29.8
emergency [4] 17.8	19.23 19.24 20.3	143.24 157.14 163.6	expeditions [1] 69.3	62.25 70.19 98.16
17.13 17.15 64.17	20.4 20.7 22.7	167.6 171.15 175.21	expenditures [1]	98.16 99.9 103.23
66.6 66.7	22.18 25.3 28.20	example [25] 27.13	169.1	106.13 106.18 106.19
employed [7] 7.24	28.21 28.23 29.2	29.14 32.16 41.25	expense [1] 52.13	132.18
7.25 25.18 96.22	29.4 43.15 43.21	52.4 54.19 65.1	expenses [1] 76.10	fact [1] 9.20 12.11
116.3 144.7 144.9	43.23 44.1 44.12	67.16 76.2 84.12	experience [1] 26.5	12.23 22.8 58.8
employee [1] 102.18	46.7 46.12 47.20	85.16 86.11 100.20	37.17 37.20 44.5	70.3 99.24 106.17
120.13 120.14 120.25	58.5 65.17 72.10	112.10 112.13 112.16	155.22	115.1 119.8 128.18
122.6 122.9 131.22	72.11 72.17 72.18	127.19 138.7 138.12	experienced [1] 93.15	131.4 169.22
132.23 133.1 149.3	77.15 77.23 78.1	139.6 142.4 146.2	experiencing [1]	factfinding [1] 107.13
158.1 158.3 158.9	170.11 172.7 173.20	151.15 154.11 174.10	83.3	factor [2] 49.11
179.14 179.15	173.24	examples [1] 52.16	expert [1] 67.14	51.2
employees [4] 9.13	equipped [2] 28.4	63.10 70.3	expertise [1] 17.19	factors [4] 42.8
146.22 156.13 158.17	75.6	exceed [1] 87.7	explain [1] 17.19	49.17 49.19 80.9
employing [1] 78.12	erroneous [1] 45.12	except [1] 36.13	18.22 33.25 35.20	80.12 90.5
employment [2]	error [8] 12.9 13.20	exchanges [5] 127.21	42.18 68.5 74.23	Facts [1] 177.23
40.17 40.25	101.1 112.19 112.24	127.25 135.25 137.4	123.14 123.22 129.25	fail [1] 19.12 22.7
employs [1] 118.25	135.21 137.11 137.12	174.8	139.15 141.17 145.5	102.7
empowered [1] 65.6	errors [1] 12.9	excluding [1] 44.9	147.17 163.18 164.2	fail-safe [1] 56.11
65.16 65.18	escalate [1] 102.15	exclusively [4] 57.20	168.19 171.22	failed [1] 53.21
empowerment [2]	escalated [1] 145.13	70.4 84.11 86.21	explained [7] 60.8	58.20 76.23 112.18
65.14 66.21	especially [1] 160.20	excuse [1] 81.22	74.14 85.13 93.2	113.11
enclosed [1] 89.25	essence [1] 12.21	125.7 148.14	128.5 151.25 175.13	fails [4] 18.7 22.9
end [14] 6.17 23.11	18.1 18.8 21.7	excused [1] 25.6	explaining [1] 159.3	23.1 56.6 76.18
49.3 83.20 95.6	167.24	96.10 115.12 143.20	explanation [10]	76.19
114.10 115.2 124.21	essentially [2] 37.7	157.4 167.2 171.10	16.4 19.17 60.9	failure [1] 16.14
132.25 136.24 146.14	148.23	175.2	127.11 136.3 136.20	18.2 18.11 18.17
147.2 147.2 159.3	establish [4] 12.19	excessive [1] 111.20	141.10 176.6 177.6	18.20 18.23 19.18
energy [1] 17.25	13.24 14.5 73.20	111.23 111.23 122.5	177.8	20.10 20.21 20.23
18.1 94.11	established [4] 8.22	133.9 144.11 144.22	explanatory [1] 40.24	21.1 21.7 21.10
engineer [1] 24.8	8.23 10.19 12.1	147.21 148.9 148.13	exposed [1] 90.19	21.11 21.11 22.5
	38.9 87.22	148.14 148.22 148.24	express [1] 150.4	22.10 22.13 22.20
				25.2 42.19 42.22

43.7 43.19 58.8	31.25 32.14 32.15	flip[1] 135.8	79.10 93.12 137.14	86.13 86.15 87.12
58.13 58.14 61.24	32.17 32.19 33.6	flow[2] 107.12 107.17	142.7	89.24 90.7 90.7
71.14 76.16 77.20	70.5 70.7 71.15	flowed[1] 107.7	frankly[1] 69.25	90.21 90.23 91.22
91.24 107.21	71.15	flows[1] 105.8	free[1] 13.20 111.18	176.20
fair[2] 87.25 100.8	fiber-based[1] 19.6	focus[1] 105.13	freed[1] 106.25	geographic[2] 40.3
fairly[2] 152.23	fibrotic-based[1] 19.8	focuses[1] 37.21	Friday[1] 178.1	41.12
101.11	field[5] 63.22 64.25	folks[2] 39.21 51.7	friend[1] 148.18	geographically[1] 39.8
fall[4] 12.25 13.9	65.1 65.25 66.2	follow[7] 66.12	front[4] 10.10 53.17	germane[1] 48.23
44.12 154.7	field-driven[1] 63.10	106.11 113.3 127.4	54.5 60.12	Gettysburg[1] 22.1
Falls[1] 2.5	fifth[2] 11.13 14.19	130.6 159.1 160.11	frustrated[1] 161.8	given[1] 63.25
7.20 7.23 11.10	figure[9] 37.24	follow-up[5] 94.9	frustration[7] 103.3	69.23 93.8 125.17
13.5 19.14 19.15	38.14 38.15 39.16	105.20 121.24 133.4	106.3 155.14 155.20	134.10 134.11 138.17
19.22 19.23 20.2	41.2 88.6 126.25	133.6	160.23 161.23 162.10	136.21 139.10 154.14
51.10 51.13 63.14	141.16 141.20	followed[5] 9.23	frustrations[1] 158.22	154.25
67.19 173.21	figures[1] 76.6	47.6 54.2 102.14	fuel-powered[1] 91.12	giving[1] 138.23
false[1] 14.9	figured[4] 48.23	112.23	full[1] 136.16	global[1] 13.22
falsify[1] 109.10	52.2 76.12 177.8	following[4] 28.10	fulfill[1] 136.16	goes[1] 11.12 12.3
familiar[1] 18.21	file[1] 110.23 123.6	28.11 78.17 142.18	full[1] 104.20	12.21 19.22 19.24
37.12 37.12 65.23	123.20 133.17 136.22	follows[10] 7.12	function[2] 9.21	19.25 22.9 29.9
66.12 66.19 75.17	138.23 146.6	25.11 96.15 115.21	22.2	29.11 42.24 56.2
117.2 118.13 119.2	filed[1] 118.1 123.16	143.24 157.14 163.6	functioned[1] 15.14	57.5 63.3 65.3
far[4] 20.24 36.6	125.10 138.14 138.23	167.6 171.15 175.21	functioning[1] 9.11	85.10 97.20 113.24
45.24 51.25 54.23	139.4 164.4 177.24	foot[1] 51.19 51.19	13.3 17.9	128.3 132.13
66.17 75.5 82.3	filing[1] 117.23	51.23	functions[2] 97.13	gone[1] 22.8 29.15
86.16 87.2 92.13	117.25 118.6 118.7	footage[1] 41.24	145.11	33.3 43.9 46.11
100.3 126.19 127.8	122.19 137.9 139.3	footnoted[2] 125.20	145.11	153.2 153.3
163.22 163.24	filled[1] 63.3	139.1	funded[1] 79.15	good[1] 4.4
farther[1] 94.17	final[5] 9.14 10.16	force[1] 8.8	funds[1] 46.17	33.4 46.8 50.6
fashion[2] 101.9	10.19 77.9 135.3	forecast[4] 39.19	furnish[1] 142.25	55.11 60.25 62.2
102.16	finally[2] 76.15	39.20 39.25 40.2	fuses[1] 14.20	70.25 76.14 84.12
fault[2] 113.10 113.10	103.14	forecasted[1] 41.19		90.4 93.10 106.14
faulty[1] 43.15	financial[1] 25.23	forecaster[1] 68.11	-G-	Gosline[1] 151.4
fax[2] 169.9 169.14	financially[1] 179.16	forecasting[1] 21.16	G[1] 4.1	government[1] 116.21
FCC[1] 116.23	Finding[1] 177.23	32.23 37.16 37.21	Gary[1] 169.10 172.10	172.17 176.9
125.17 127.5 128.22	fine[9] 7.3 19.21	39.3 39.15 49.9	176.8	governor's[2] 172.4
138.3 138.22 143.11	45.2 45.8 56.3	49.10 49.10 50.1	gather[2] 39.10	174.4
145.18 147.19 147.22	83.20 83.21 112.7	50.7 67.9	40.12	grasp[1] 113.24
147.23 147.25 148.2	143.5	forecasts[1] 39.17	gathering[1] 121.4	great[2] 32.10 32.13
148.5 148.7	finished[1] 170.18	40.15 41.17	gatherings[1] 152.11	36.15
feather[1] 70.9	finishing[1] 31.10	foregoing[1] 179.9	gauge[1] 34.24	greater[2] 23.1
February[1] 31.17	finite[1] 69.24	forget[1] 68.15	gearing[1] 57.13	greatest[1] 48.7
149.9 151.15	fire[2] 54.22 91.6	forgot[1] 135.24	gears[1] 52.20	Greg[2] 163.3 167.2
fed[1] 68.14	first[2] 4.25 6.12	format[1] 146.9	general[1] 68.17	Gregory[1] 1.20
federal[4] 116.21	7.11 10.14 19.20	forthcoming[1] 175.6	77.18 126.6	1.22 3.9 163.4
122.19 123.17 124.9	25.10 39.7 39.18	forward[1] 110.6	generally[1] 27.8	163.11
125.10 130.6	43.16 53.2 57.5	forwards[1] 147.25	28.11 28.22 30.11	Grode[1] 1.25
feed[2] 98.8 147.6	91.2 96.14 97.24	found[10] 40.3	36.17 38.3 39.8	179.4 179.22
feedback[2] 100.18	98.23 103.19 115.20	44.22 45.1 51.16	40.9 43.8 43.20	ground[1] 27.14
138.22	142.4 143.23 145.7	63.7 83.7 83.12	57.8 57.19 57.20	27.23 71.19
feels[2] 110.13 110.17	146.6 160.7 163.5	84.23 84.24 165.5	64.17 84.2 85.19	group[2] 11.9
feet[9] 35.3 35.15	167.5 171.14	four[2] 6.13 24.13	generated[4] 28.9	11.18 11.18 11.19
36.10 36.21 37.2	fit[1] 30.22 41.10	27.15 31.6 31.7	28.13 76.2 161.21	11.19 12.2 14.20
42.1 42.2 75.3	156.18	31.7 43.6 43.17	generator[19] 43.25	27.15 28.1 105.11
95.25	five[10] 40.11 44.5	44.14 44.17 44.20	54.21 56.12 57.12	105.12 116.18 122.5
Feickert[1] 162.23	101.8 121.10 130.24	45.16 45.17 45.21	57.16 57.17 57.24	133.4 133.5 133.8
fell[1] 138.18	131.2 131.2	55.20 55.21 56.4	58.7 58.18 85.12	133.11 145.8 151.24
felt[4] 40.20 64.21	fix[9] 22.11 29.1	56.5 56.20 84.9	85.24 86.11 89.22	153.2 154.4
14.13 153.8	63.22 64.4 65.6	124.16 124.19 176.17	91.4 91.5 91.7	groups[1] 129.16
few[3] 79.19 105.16	65.18 66.1 66.5	four-hour[1] 93.11	91.12 91.16 91.17	groups[1] 151.1
106.5 151.16 151.16	fi ed[1] 162.5 163.12	fourth[4] 11.9	generators[20] 22.25	growth[2] 21.16
fewer[1] 151.16	167.12	14.18 34.21 176.25	23.2 57.7 57.8	37.17 37.19 37.25
fiber[1] 13.4	flags[1] 107.8	frame[1] 40.8	57.10 58.9 85.15	37.7 38.9 38.10
13.11 19.4 22.15		45.4 53.24 68.22	85.16 85.20 86.7	38.15 38.18 39.5
25.1 25.2 30.10				

42.3	42.9	49.9	hear (1)	107.21	141.19	hook (4)	35.23	67.23	80.13	81.14	indirectly (1)	179.16			
49.11	50.7	50.16	152.9	155.14	155.15	107.22	114.23		important (1)	40.9	individual (1)	28.1			
50.19	51.1	51.3	155.21	158.23	161.23	hope (1)	154.19		58.17	78.20	105.3	35.14	100.13	101.3	
71.16	143.3		heard (1)	1.10		Hopefully (1)	34.3		152.17	157.17	157.25	104.2	104.23	124.22	
			149.4	160.23		host (1)	164.21		162.18			126.8	137.2	44.24	
			hearing (1)	5.5		hot (1)	91.1		impossible (1)	160.7		158.12	159.17	160.6	
36.8	37.23	47.25	31.21	73.25	82.6	hour (2)	76.5	76.7	impressed (1)	67.9	individually (2)				
48.14	49.16	53.20	118.23	126.3	163.14	hours (1)			improve (4)	67.17	103.4	125.9			
57.1	62.7	67.5	163.21	164.5	175.4	26.8	43.6	43.17	69.4	113.22	113.24	individuals (2)	107.9		
67.15	70.2	79.19	179.10			44.4	44.6	52.6	improved (2)	33.19		146.25			
79.21	80.16	87.8	heart (2)	48.1	65.5	52.9	52.13	76.4	improvement (1)		industrial (1)	40.24			
87.11	89.17	90.19	Hecaton (4)	2.2		76.6	105.9	137.16	70.21	166.1	166.2	industry (1)	41.2	54.10	
93.6	113.21	134.14	4.10	4.10	4.21	155.17			improvements (1)		inform (1)	103.20			
136.2	137.15	140.4	5.11	5.19	6.19	house (1)		67.24	130.5	164.15	170.8	information (4)	6.13	10.5	20.8
153.11	162.21	166.10	10.7	10.24	11.1	104.23	115.1		improving (1)	78.14	inappropriate (2)	31.22	39.14	39.14	
176.17	170.18	176.11	11.3	15.2	15.8	housed (2)	91.16		101.19	110.21		39.19	40.4	62.18	
			15.19	21.15	21.19	91.17			inappropriately (2)			87.10	87.17	98.6	
guessing (1)	107.24		24.22	24.21	24.22	hubs (1)	174.14		101.21	110.13		98.8	98.10	99.11	
guideline (1)	130.7		25.13	42.14	51.17	HUGHES (1)	179.2		inbound (1)	145.17		99.15	99.16	100.4	
guidelines (4)	33.3		94.23	96.8	96.9	24.1	90.23		incentive (1)	109.10		101.24	103.23	103.25	
102.13	102.14	133.20	115.10	115.11	115.17	Huron (4)	13.19		109.21	110.7		106.23	107.7	107.11	
guy (2)	114.19	114.20	115.23	118.20	122.11	13.23	14.7	19.25	include (1)	26.10		106.23	109.19	113.6	
			138.17	136.5	136.11	hypothetical (1)			40.24	49.17	82.19	117.25	119.17	123.16	
			143.15	143.17	143.21				92.6	116.22	117.7	25.9	133.5	138.11	
			144.2	147.10	157.1				123.17	123.21	130.7	47.6	169.3	175.5	
			157.3	157.5	157.19				150.18	160.10	173.5	175.7			
			157.22	162.12	162.13				173.9	174.15	174.16				
			162.16	165.10	168.3				174.23			informed (1)	103.7		
			168.9	172.23	175.14				included (2)	6.11	infrastructure (1)	29.13			
			175.23	176.16	177.7				172.4		inhousekeeping (1)	12.7			
			177.15	178.5					includes (4)	50.15	initial (2)	117.7			
			heat (1)	90.19					117.25	173.13	173.15	159.13			
			height (1)	85.19					including (2)	81.18	initials (1)	109.6			
			beld (1)	112.15	144.17				144.18		initiate (1)	150.14			
			146.11	148.7	177.19				inclusive (1)	179.6	initiated (2)	111.25			
			help (4)	40.1	46.12				incoming (4)	97.3	121.3				
			77.24	78.2	132.19				97.15	100.14	131.1	initiative (4)	164.20		
			146.13						incomplete (1)	9.7	158.20	171.23	171.25		
			helping (2)	147.2					increase (1)	40.17	initiatives (1)	25.23			
			hereby (1)	179.5					increased (1)	78.23	input (1)	68.13			
			hereinbefore (1)						increases (1)	40.25	100.11	112.14			
			hereunto (1)	179.18					increasing (4)	49.15	inputs (4)	126.5			
			Hi (2)	104.10	104.17				49.16	49.22	49.23	126.7	126.9	127.13	
			high (5)	12.19	69.11				incredible (1)	81.17	insert (1)	36.19			
			72.16	100.5	100.23				increments (1)	35.4	insertion (1)	36.14			
			101.2	112.10	119.12				indeed (2)	147.24	inside (9)	145.24			
			173.24						165.5		146.8	146.13	146.17		
			higher (2)	145.13	145.13				indefinitely (1)	146.19	149.3	153.3	154.22		
			145.19	153.7	154.17				independent (2)		150.20	174.1			
			156.11	156.13	158.3				independently (1)	155.1	insight (1)	46.6			
			Hill (1)	176.5					indicate (1)	106.21	112.21	123.19			
			historically (1)	38.10					indicated (3)	169.8	123.3	161.9			
			history (2)	159.18					170.6	171.24	172.8	installation (4)	26.25		
			160.16						172.18			98.20	98.22	123.1	
			hit (1)	32.16	48.12				indicates (5)	24.14	installations (2)	30.19	123.5		
			95.16						103.24	121.2	139.13	installed (2)	172.7		
			hold (1)	97.16					155.22			173.21			
			home (1)	17.22					indication (2)	65.16	installer (1)	99.6			
			114.14	149.1					171.3						
			honest (1)	110.10											

salience [s]	20.21	investigation [s]	1.5	31.11	61.18	175.12	42.10	48.1	48.3	171.23	
instead [s]	7.9		76.13			job [n]	32.23	63.8		least [n]	30.5
insure [s]	35.25 55.21	56.20	investment [n]	69.15	68.18	93.10	69.14	69.21	69.23	51.14	54.1 56.9
insurance [s]	55.23	71.5	163.16	164.16	104.4	116.17	71.23	72.8	72.11	71.12	83.2 85.3
insure [s]	99.20		163.16	173.5	145.1	146.11	78.1	78.5	82.23	87.22	90.2 90.13
int [s]	131.3	146.21	173.13	174.4	173.11		84.21	85.8	88.5	121.13	129.6 165.3
integrated [s]	73.14		170.22	169.23	106.22	97.11	88.10	89.11	92.3	leave [n]	166.4 91.12
intelligence [s]	12.16		169.22	169.23	166.22		92.8	92.9	94.5	155.6	
intended [s]	131.24		165.2	165.4	John [s]	2.10	4.6	137.1	135.15	142.11	
intended [s]	162.16		166.23	166.19	Jon [s]	3.12	175.19	149.8	158.21	161.15	113.8
intend [s]	5.13		172.11		Joseph [s]	3.5		162.7	170.7		
interaction [s]	121.23		165.2	165.4	175.24			kinda [n]	87.11		
interconnected [s]	49.12		166.23	166.19	7.10	7.19		kinds [n]	18.18		
interconnection [s]	49.22		169.22	169.23	journal [n]	139.20		51.3	71.11	110.25	
interest [s]	55.6		172.11		judicial [n]	162.23		123.5	160.2		
interested [s]	61.19		172.11		July [s]	142.4	169.2	Knadle [s]	1.21		
interest [s]	67.9	69.4	77.21		June [s]	124.5		3.10	165.20	167.3	
interest [s]	77.23	78.4	87.21		Jun [s]	112.12	28.3	167.4	167.11	168.19	
interest [s]	166.1	179.16			junction [s]	24.5		170.22	171.24		
interexchange [s]	123.1		lowa [n]	100.7	161.20	163.14		know [n]	51.14		
interchange [s]	98.9		Iroquois [n]	20.1	Junius [s]	82.22		knowing [s]	87.10		
interference [s]	59.2		ISDN [n]	33.22	just [s]	82.25		101.15	104.20		
internal [s]	10.13		34.5	34.7	justify [n]	136.9		knowledge [n]	23.25		
internal [s]	122.6	48.2	35.12	35.14				24.9	65.25	66.4	
internal [s]	124.7	125.6	36.20	36.16	-K-			84.14	85.6	94.12	
internal [s]	126.6	128.14	36.21	37.8	K [n]	2.7		94.19	96.1	112.3	
internal [s]	130.2	130.10	51.58	58.21	Karen [n]	1.20		117.14	122.3	122.4	
internal [s]	173.14		73.1	73.5	7.6	24.16		128.11	128.23	129.17	
internally [s]	67.18		73.10	73.12	Kathleen [n]	96.13		140.24			
internally [s]	104.24	107.6	73.18	74.1	Kathleen [n]	96.13		known [n]	68.11		
internally [s]	123.19	129.22	74.17	74.17	96.19			known [n]	53.11		
Internet [s]	173.9		75.6	75.21	Kathy [n]	3.6		104.21			
Internet [s]	173.10	174.18	172.14	172.18	96.12			-L-			
interface [s]	26.12		isolate [s]	132.15	keep [n]	13.10		L [s]	167.4	167.11	
interface [s]	70.19		isolate [s]	132.20	22.23	23.4	37.19	L-E-C's [n]	123.6		
interpret [s]	129.4		isolated [n]	105.23	54.9	54.10	54.15	labor [n]	176.4	174.2	
interpreted [s]	139.4		issue [n]	66.1	54.18	54.25	55.1	lacked [n]	77.18		
interrogatory [n]	10.4		31.20	31.23	55.2	55.3	55.3	lagged [n]	40.19	16.12	
interval [s]	124.2		31.20	31.23	55.4	55.24	57.8	Lampe [n]	172.16	36.12	
interval [s]	137.19	137.20	34.23	35.13	57.10	57.18	57.22	land [n]	38.18	38.19	
interval [s]	155.2		34.		71.13	72.4	72.10	land [n]	39.16	39.19	39.25
intrigued [n]	153.23		112.13	172.3	72.20	72.22	79.1	land [n]	40.15	41.19	104.10
introduce [s]	5.13		155.15		84.27	88.11	95.24	language [n]	101.19		
inventory [s]	33.21		item [n]	162.17	keeping [s]	72.12		large [s]	10.14	11.2	
inventory [s]	54.8	54.11	items [s]	54.11	72.17	88.12	160.2	large [s]	14.12	14.19	166.16
inventory [s]	54.25	55.8	154.23		kept [s]	61.11	62.17	larger [n]	4.23		
inventory [s]	71.5	71.8	item [n]	162.17	62.22	63.17	96.17	164.14	165.25		
inventory [s]	72.23	80.22	item [n]	162.17	123.6			Laska [n]	1.16		
inventory [s]	88.4	88.5	items [s]	54.11	key [n]	119.8		last [n]	30.18	44.4	
inventory [s]	136.24	136.25	112.13	172.3	keyed [s]	119.10		45.5	54.7	73.24	
investigate [s]	93.16		item [n]	162.17	132.4			73.25	106.1	106.5	
investigate [s]	94.1	94.12	154.23		kick [s]	77.2	85.1	136.22	142.2	151.6	
investigated [n]	75.25		item [n]	162.17	kicked [n]	77.1		lasted [n]	22.20		
			January [s]	31.17	kilofoot [s]	36.8		late-filed [n]	4.17		
			January [s]	31.17	36.9	38.4	75.2	175.10	178.2		
			January [s]	31.17	75.3			lastly [n]	111.9		
			January [s]	31.17	kiloliters [n]	36.15		LAW [n]	177.24		
			January [s]	31.17	kilometers [n]	32.17		LCR-1 [n]	1.13		
			January [s]	31.17	32.19	48.17		lead [n]	129.12		
			January [s]	31.17	kind [s]	9.3		leads [s]	17.21	148.24	
			January [s]	31.17	21.17	26.5	27.7	learnings [s]	164.19		
			January [s]	31.17	29.15	29.18	34.21	168.20	168.23	170.7	
			January [s]	31.17	36.1	40.12	42.3				

linemen [1]	62.7	long-term [1]	29.13	28.18	29.10	29.19	Mattecheck [5]	3.4	31.13	36.4	50.8
lines [10]	27.5	longer [1]	22.20	43.18	47.3	52.22	7.4	7.10	7.19	58.1	
15.16	34.11	35.12	56.20	69.21	53.19	61.2	61.4	11.4	mentioned [1]	22.19	
25.14	95.1	95.13	look [15]	16.5	61.5	61.9	62.17	MATTER [1]	1.5	30.9	33.19
95.6	136.24	155.5	20.24	24.13	28.10	major [5]	18.12	matters [1]	110.14	44.14	45.10
164.18	176.20		38.13	38.18	38.19	77.3	103.2	maximum [1]	11.23	48.15	49.15
			39.1	39.11	40.11	133.23		may [20]	5.17	71.24	80.12
listed [1]	176.17		41.1	49.19	49.20	makes [1]	33.10	34.21	46.9	81.25	85.23
listen [1]	101.9		51.3	65.18	66.14	33.13	54.19	50.17	58.2	128.19	152.9
literally [1]	22.14		67.4	86.19	87.3	90.13	91.7	74.14	77.11	merely [1]	103.24
Littleton [1]	25.17		87.9	98.11	98.15	98.25	129.9	119.14	120.12	mess-up [1]	135.15
live [4]	65.4	74.3	98.17	101.3	101.4	manage [10]	8.8	123.13	125.18	message [1]	27.13
75.5	101.9		113.4	113.17	130.5	8.9	55.1	130.7	130.7	met [12]	30.14
lived [1]	162.1		135.3	147.14	160.15	72.23	92.5	139.4	140.3	119.7	122.17
LNO [1]	47.15		163.25	166.22	166.24	130.3	144.23	150.14	151.6	122.24	137.17
load [2]	34.19	35.3	looked [3]	38.23	38.11	managed [2]	8.23	159.22	159.22	138.24	169.11
35.11	35.19	37.5	107.1			38.11		McCormick [1]	148.12	172.10	
52.5	58.22	58.23	looking [1]	18.19	18.19	management [11]	80.19	150.9	153.9	method [4]	11.7
58.24	59.4	59.6	21.11	28.1	39.2	80.19	80.23	McCormick's [1]	148.21	12.2	14.18
59.16	59.18	59.21	45.19	53.13	60.12	81.9	116.14	148.21		12.2	14.18
60.1	60.3	60.10	75.20	75.22	100.16	145.14	145.19	MCI [10]	2.7	methodology [1]	27.18
60.12	73.3	75.10	122.20	132.14	134.4	160.7		4.7	15.24	methods [2]	50.8
76.3			135.3	136.2	138.5	manager [10]	8.4	102.24	125.24	67.10	
loaded [1]	35.12		138.16	138.20	141.1	8.5	8.16	165.13	168.12	metropolitan [1]	27.1
57.17	98.14		141.4	141.16		97.1	97.16	McKown [4]	3.8	27.6	27.9
loaf [1]	88.10		looks [4]	29.12	70.25	101.6	110.19	143.21	143.22	38.24	50.9
local [4]	45.15	53.10	32.19	45.22	70.25	144.11	144.19	18.17		95.14	
62.6	63.20	64.21	loot [15]	14.20	34.21	152.16	154.13	38.2	38.13	micro [2]	39.15
102.1			36.5	36.16	37.10	158.10	158.11	41.22	43.20	39.15	
locality [1]	107.13		51.20	52.5	52.10	managerial [5]	47.19	43.24	48.13	mid-span [1]	36.20
locate [1]	86.7		73.4	75.7	76.4	58.18	64.14	59.1	64.14	middle [1]	104.17
91.21	104.19		76.8	76.9	93.21	81.20		65.11	66.9	might [4]	27.18
located [4]	21.9		94.3			managers [4]	110.20	78.11	80.12	29.3	29.5
21.10	86.9	145.10	loops [2]	24.5	34.7	145.9	145.9	81.7	87.14	34.3	38.16
10.20	14.14	17.3	179.22			145.25	172.8	89.7	90.23	39.9	39.12
17.3	28.7	28.12	Lori [1]	1.25	179.4	managing [1]	81.15	92.22	92.25	39.22	39.23
28.15	28.19	45.5	loss [2]	36.14	36.16	manner [4]	29.7	93.20	98.13	43.20	43.23
45.25	53.5	54.20	lost [1]	124.21		101.20	110.21	101.18	103.12	46.10	50.24
57.19	58.4	62.13	Lotus [1]	145.23		manual [4]	28.19	126.20	141.21	53.5	57.15
76.22	80.2	85.25	Luvald [14]	2.10	4.6	28.23	30.8	153.11	164.9	67.12	72.6
89.9	89.16	89.19	4.6	4.6	5.2	65.17	128.20	166.22		79.12	
91.4	91.13	91.24	5.23	15.4	15.23	manually [2]	28.24	means [16]	11.11	82.19	89.18
93.6	94.18	98.19	49.8	50.2	102.23	53.23		26.22	32.23	113.17	115.12
103.7	103.13	105.23	13.13	20.14	26.20	manuels [1]	47.14	70.20	73.6	131.23	139.25
105.24	109.1		26.20	145.4	145.6	53.8	61.2	79.24	84.25	139.25	148.14
			168.4	168.11	172.25	manufacturer [2]	44.2	111.13	123.18	141.18	
						44.2	45.4	148.9	158.10	159.24	
						manufacturing [1]	40.25	meant [1]	45.12	mileage [1]	91.24
						map [2]	86.20	108.20	108.22	miles [7]	57.21
						March [2]	46.16	meantime [1]	138.23	74.3	74.4
						151.15		measured [1]	36.14	87.6	87.7
						mark [1]	4.18	measurements [1]	123.11	161.22	164.6
						marked [4]	4.2	123.11		166.21	
						7.15	10.1	measures [2]	123.21	mind [1]	55.1
						117.20	167.14	166.23		55.24	59.20
						market [2]	148.24	mechanically [1]	120.5	80.17	81.2
						149.1		mechanized [2]	128.16	82.8	82.9
						master [1]	26.3	140.14		85.24	87.22
						matching [1]	107.7	meet [4]	98.23	123.14	124.18
						materials [1]	174.2	160.1	172.19	Mineral [1]	25.17
						math [1]	136.13	meeting [2]	100.22	minimize [1]	81.14
						maintenance [10]	167.20	100.24		minimum [4]	11.23
						8.10	12.6	members [1]	164.25	31.6	44.14
						20.6	20.9	mention [5]	29.17	45.15	77.22
										99.22	84.7
										Minnesota [1]	100.8

minor [1] 43.3	most [10] 26.22	175.3 175.4 175.7	needing [1] 29.2	Nielsen's [1] 76.12
58.16 76.21	28.21 31.6 32.5	175.8 175.11 175.12	needs [11] 29.4	night [10] 10.18
minute [9] 23.2	34.10 35.1 36.17	176.14 177.11 177.17	64.23 65.5 68.17	27.2 27.6 27.10
47.12 52.20 53.1	40.9 40.22 52.10	177.20 178.6	69.19 71.7 71.11	28.4 95.1 95.4
58.22 64.23 108.17	78.12 78.22 84.12	MSA [1] 38.24	72.6 78.23 97.5	95.15 95.16 96.3
168.15 177.18	87.4 91.3 91.7	39.13 124.12	97.25 99.24 113.7	nights [1] 20.3
miserable [1] 91.19	93.10 93.10 93.12	MSA's [4] 40.14	120.4 122.6 132.21	nine [4] 45.6 103.7
misrepresenting [1] 16.23	97.25 103.3 103.25	50.9 50.21 51.5	143.4 160.15	169.18 169.23
Miss [1] 126.3 126.11	105.22 116.14 128.16	multi-service [1] 49.23	negatively [1] 38.1	Nineteen [1] 25.25
156.15 157.6 168.16	130.25 173.24	multiple [5] 100.25	neglected [1] 157.10	NMA [1] 12.3
missed [10] 123.12	mostly [1] 62.21	102.17 102.18 124.21	neighbor's [1] 155.17	nobody [4] 16.14
123.16 124.3 132.2	80.20 138.10	124.22	neighborhood [1] 139.23	105.20 140.18 140.22
134.12 135.14 139.14	motions [1] 4.15	multiplexers [1] 23.19	Nelson [4] 1.17	node [1] 12.13 13.13
139.21 139.25 140.5	mounted [2] 28.20	must [4] 51.9 61.21	24.19 79.19 80.3	25.3 25.3 145.23
mission [1] 147.4	85.17	61.24 79.7 123.6	80.15 82.5 82.14	nodes [2] 12.13
mistake [2] 100.23	move [1] 78.6	124.16 127.22 155.15	82.21 83.6 83.11	13.3
112.8	118.20	160.8	83.15 83.24 84.4	non-MSA [1] 124.12
mistakes [1] 190.24	moved [1] 15.18	-N-	84.14 84.17 84.20	nonavoidable [1] 81.8
Mitchell [2] 11.10	137.16 144.21	N [1] 2.1 3.1	85.3 85.7 85.14	none [1] 5.5 118.23
19.24	moves [1] 18.3	4.1	86.12 86.16 87.1	166.8
mode [1] 85.4	moving [2] 98.8	N-A-R-U-C [1] 118.17	87.4 87.11 87.18	nonexistent [1] 148.25
model [5] 40.12	103.10	name [19] 7.17	87.20 88.13 88.19	noon [2] 98.25 115.14
40.23 41.10 42.14	Mrs [1] 175.5	7.19 25.14 96.18	89.1 89.5 89.21	nor [1] 150.22 172.2
50.25	MS [10] 4.4 4.8	98.7 115.24 115.25	90.15 92.8 92.18	179.15
models [7] 39.4	4.12 4.14 4.22	119.19 119.21 144.3	93.14 93.17 93.19	normal [2] 48.11
39.16 40.9 61.19	5.4 5.5 5.15	152.11 155.6 163.9	93.22 94.4 94.7	153.3
41.19 50.17 48.19	5.21 5.22 5.25	163.11 167.9 171.18	115.8 134.2 143.7	normally [5] 8.11
modems [1] 173.18	6.2 6.3 6.6	171.20 175.14 176.3	143.14 153.21 162.21	22.2 42.8 154.16
module [1] 99.23	6.7 6.9 6.11	118.17	171.8	154.24
Moines [1] 140.13	6.15 6.25 7.3	NARUC [1] 118.15	17.1 21.16 26.11	North [1] 100.7
moment [2] 63.21	15.3 13.7 15.7	118.17	39.22 39.22 47.15	Northwest [1] 152.13
107.1	15.9 15.20 15.21	nationally [1] 81.21	53.10 61.2 61.5	Notary [1] 179.4
momentarily [1] 124.23	15.22 15.24 16.1	nature [1] 89.14	61.9 61.13 61.15	notations [1] 110.12
monetary [1] 92.6	24.20 25.6 42.15	near [1] 70.1	61.17 61.23 62.1	note [4] 119.25 123.4
money [4] 139.22	42.17 42.22 49.5	Nebraska [2] 96.21	62.1 62.2 62.6	162.23 165.20
163.15 163.23 174.1	49.6 50.3 55.8	100.7	62.14 62.16 63.20	notes [2] 53.13
monitor [9] 26.17	94.22 96.5 96.7	neccessarily [4] 32.8	64.22 67.2 68.20	179.11
27.7 65.6 99.19	96.10 102.20 102.21	43.22 85.22 86.3	73.15 76.18 76.19	nothing [11] 13.17
108.10 111.2 112.7	102.22 102.24 103.1	123.13 138.25	77.16 77.20 78.7	21.1 36.12 104.18
121.6 121.7	115.9 115.12 115.15	neccessary [2] 50.17	78.23 79.2 79.3	114.7 151.8 162.13
monitored [7] 27.10	122.12 122.12 122.14	105.1	116.12 125.11 149.2	165.8 168.7 170.1
119.14 121.10 121.12	125.21 125.22 125.24	need [4] 21.15	153.4 174.14	172.21
121.13 130.24 131.18	127.2 134.3 134.7	31.14 31.19 34.10	network's [1] 63.14	notice [2] 11.12
100.14	134.14 134.19 134.23	36.8 37.11 37.16	never [2] 129.14	118.2
monitoring [1] 22.6	136.7 136.19 137.5	39.1 41.23 44.23	159.2	notification [4] 103.16
76.25 77.18 101.14	137.10 137.13 137.21	44.23 46.1 53.16	new [11] 8.9 9.16	121.9 130.20 131.13
121.8 121.16 121.19	138.1 138.4 138.8	55.3 58.24 59.6	14.3 15.18 33.2	notified [1] 140.9
131.3 133.23 158.14	139.7 139.16 140.2	59.16 59.18 59.20	44.24 46.20 46.22	141.3
158.15	140.7 140.17 140.22	63.16 65.10 65.10	48.11 54.10 61.2	notify [1] 22.7
monitors [1] 26.15	140.25 143.15 143.19	66.11 68.21 71.3	61.3 67.18 69.7	119.13 155.24
Montana [1] 145.11	147.11 147.13 151.8	71.10 71.20 71.25	75.20 79.21 81.25	November [1] 23.15
101.8 103.18 138.17	151.9 151.11 151.13	72.1 72.6 72.7	81.1 98.5 100.15	now [11] 5.7 16.11
138.19 138.21 138.25	157.1 157.4 162.12	72.11 72.15 72.16	103.12 107.22 108.4	19.13 23.24 27.20
138.25 161.20 161.20	162.14 162.24 162.25	73.17 75.9 78.16	113.15 114.3 114.13	28.8 30.25 33.1
monthly [4] 100.15	163.2 163.3 163.8	79.20 86.24 90.10	114.16 114.23 115.3	33.10 37.7 45.9
109.21 160.5 174.23	165.8 165.9 165.11	95.22 105.14 130.2	127.22 127.24	45.11 51.17 52.22
month [10] 46.21	165.13 165.15 166.11	132.2 147.1 159.1	newly [1] 67.23	53.3 56.7 68.3
101.8 103.18 138.17	166.14 166.25 167.1	176.17	news [2] 55.11 152.12	68.15 70.4 76.23
138.19 138.21 138.25	167.2 167.3 167.8	needed [4] 11.14	next [1] 12.12 27.9	77.10 89.17 96.5
138.25 161.20 161.20	168.2 168.6 168.7	32.5 33.6 33.11	40.8 47.1 72.7	97.16 104.18 116.14
monthly [4] 100.15	168.8 168.10 168.12	33.18 34.20 46.18	95.16 167.3 171.11	129.13 135.21 159.21
109.21 160.5 174.23	168.14 168.16 168.18	48.25 49.1 58.12	Nielsen [4] 8.8	160.13 162.2
month [10] 46.21	170.1 171.9 171.10	60.17 68.25 80.2	25.8 25.9 25.15	nowhere [2] 70.6
morning [1] 4.4	171.11 171.17 172.21	112.17 162.2 175.12	50.6 94.24	104.17
23.16 28.10 28.11	172.22 172.24 173.1			
50.6 60.25 92.3	173.3 175.1 175.2			

Index Page 13

parties [s] 5.8	148.17	79.7 90.7 91.4	126.16 131.20 138.6	55.14 55.25 70.3
5.16 152.10 176.14	period [s] 95.19	105.5 108.16 111.1	potentially [1] 18.14	89.14 98.11
179.14	110.14 122.24 137.22	121.16 137.9 151.5	power [s] 11.21	principally [1] 142.18
part [s] 61.13 61.15	145.2 146.19 149.25	159.13 179.12	11.25 17.14 17.15	principle [1] 89.8
part [s] 107.9	156.2 159.4	32.17 35.3 35.7	18.11 22.20 22.24	print [1] 12.5 152.12
party [s] 153.14	periodic [s] 53.24	30.21 43.3 43.7	44.7 44.13 55.25	152.13
pass [s] 53.14 104.11	periodically [1] 90.11	43.9 43.25 44.3	56.2 56.17 58.20	printing [1] 47.14
past [s] 53.21 67.15	perishable [1] 88.3	44.7 44.13 55.25	63.21 66.1 66.5	prioritization [s] 64.13 69.10
76.1 105.3 140.11	perishables [1] 54.17	79.3 123.9	66.5 66.10 76.13	priority [1] 69.11
161.20	person [s] 64.24	79.3 123.9	76.19 76.22 76.28	proactive [1] 105.4
path [1] 73.12	89.10 90.20 102.15	98.1 114.8	77.3 84.25 89.6	111.10
pattern [1] 102.7	102.11 102.16 163.16	plan [s] 7.8 24.14	89.7 89.10 90.9	probes [1] 28.25
patterns [1] 37.25	164.16 166.1 166.2	69.7 69.9 79.14	practiced [1] 16.16	problem [s] 18.12
pay [s] 91.23 155.17	169.16 173.5 173.12	174.4 174.5	16.17 19.14 56.15	20.25 29.13 30.1
paying [1] 174.8	174.4 174.5	planning [1] 24.8	practical [1] 35.17	30.2 47.22 48.1
payment [s] 165.5	159.5 159.6 159.9	67.2 69.7	practise [1] 130.25	48.12 49.2 55.6
165.19	160.10 161.14 162.6	79.12	practices [1] 47.17	57.13 57.23 63.22
pays [1] 51.25	personal [s] 148.18	24.14 77.17 79.7	130.10	63.23 65.3 67.11
peaked [1] 38.10	149.2 155.21 168.25	79.8 143.3 156.21	predict [s] 41.13	81.15 81.16 81.20
pedestal [s] 67.20	172.6	79.8 143.3 156.21	41.21 42.13 68.8	81.21 82.4 83.8
pending [1] 114.21 115.1	personally [s] 118.13	79.8 143.3 156.21	41.21 42.13 68.8	83.12 83.17 83.18
114.21 115.1	153.24	79.8 143.3 156.21	41.21 42.13 68.8	93.4 102.4 102.24
people [s] 8.8	personnel [s] 28.18	79.8 143.3 156.21	41.21 42.13 68.8	103.25 105.25 106.19
8.8 9.19 11.14	29.19 53.11 54.4	79.8 143.3 156.21	41.21 42.13 68.8	106.22 107.2 107.5
11.15 20.11 20.24	57.25 62.5 86.5	79.8 143.3 156.21	41.21 42.13 68.8	111.20 114.16 114.18
21.9 23.16 29.9	89.16	79.8 143.3 156.21	41.21 42.13 68.8	114.18 130.13 132.12
29.12 47.16 61.3	persons [1] 111.23	79.8 143.3 156.21	41.21 42.13 68.8	132.20 154.22 155.10
62.6 62.8 62.11	perspective [s] 119.4	79.8 143.3 156.21	41.21 42.13 68.8	159.5 159.20 160.21
63.20 66.25 78.22	160.8	79.8 143.3 156.21	41.21 42.13 68.8	problems [1] 27.3
107.21 109.12 110.2	petition [1] 138.14	79.8 143.3 156.21	41.21 42.13 68.8	27.18 32.3 48.2
111.4 111.17 111.21	phase [1] 6.23	79.8 143.3 156.21	41.21 42.13 68.8	55.7 57.13 81.24
111.22 113.14 130.17	phone [s] 27.5	79.8 143.3 156.21	41.21 42.13 68.8	99.8 99.9 115.4
133.12 144.20 145.8	65.7 66.25 95.3	79.8 143.3 156.21	41.21 42.13 68.8	152.14 156.11 158.3
145.14 146.13 146.23	97.14 97.23 98.1	79.8 143.3 156.21	41.21 42.13 68.8	procedurally [1] 177.16
152.9 152.11 156.9	106.4 108.7 108.9	79.8 143.3 156.21	41.21 42.13 68.8	procedure [s] 9.22
161.24 162.9 176.9	108.11 108.12 108.16	79.8 143.3 156.21	41.21 42.13 68.8	10.16 11.7 14.13
per [s] 30.5 51.23	108.24 109.2 110.7	79.8 143.3 156.21	41.21 42.13 68.8	14.15 14.19 42.18
51.23 52.7 52.9	114.20 114.21 119.9	79.8 143.3 156.21	41.21 42.13 68.8	40.20 42.23 42.23
53.14 76.9 76.11	119.10 132.5 155.11	79.8 143.3 156.21	41.21 42.13 68.8	43.18 57.16 58.3
76.11 84.5 84.7	155.17 155.17 155.23	79.8 143.3 156.21	41.21 42.13 68.8	66.18 106.4
101.8	155.24	79.8 143.3 156.21	41.21 42.13 68.8	procedures [s] 8.22
percent [1] 16.10	phones [1] 113.15	79.8 143.3 156.21	41.21 42.13 68.8	43.11 47.5 47.16
16.10 16.13 18.9	photovoltaic [s] 94.10 177.1	79.8 143.3 156.21	41.21 42.13 68.8	53.9 53.23 54.4
24.1 83.16 107.4	pick [s] 22.25	79.8 143.3 156.21	41.21 42.13 68.8	54.8 54.12 61.3
107.16 121.11 122.22	105.11 115.3 153.13	79.8 143.3 156.21	41.21 42.13 68.8	61.6 65.22 66.11
123.8 126.14 130.24	161.20	79.8 143.3 156.21	41.21 42.13 68.8	70.22 76.16 78.9
131.2 131.3 135.10	picked [s] 13.21	79.8 143.3 156.21	41.21 42.13 68.8	78.13 78.14 78.15
138.13 169.7	13.23 13.23 148.18	79.8 143.3 156.21	41.21 42.13 68.8	78.17 79.1 102.11
percentage [s] 16.9	picking [s] 31.18	79.8 143.3 156.21	41.21 42.13 68.8	110.25
122.23 141.6 141.7	105.20 153.14 160.10	79.8 143.3 156.21	41.21 42.13 68.8	proceed [1] 103.9
156.11	Pictel [1] 173.23	79.8 143.3 156.21	41.21 42.13 68.8	PROCEEDINGS [1] 1.12
percentages [1] 123.23	105.20 153.14 160.10	79.8 143.3 156.21	41.21 42.13 68.8	process [s] 9.3
137.24	Piece [1] 105.2	79.8 143.3 156.21	41.21 42.13 68.8	9.14 9.17 9.18
perception [1] 110.11	Pierre [s] 1.13	79.8 143.3 156.21	41.21 42.13 68.8	30.7 32.5 32.25
perfectly [1] 56.3	2.8 2.11 24.1	79.8 143.3 156.21	41.21 42.13 68.8	33.20 36.3 37.24
perform [1] 145.12	24.3 24.5 62.13	79.8 143.3 156.21	41.21 42.13 68.8	38.24 39.7 41.16
performance [1] 1.6	62.14 71.10 72.5	79.8 143.3 156.21	41.21 42.13 68.8	46.6 46.11 48.10
157.18 158.1	74.2 95.18 169.10	79.8 143.3 156.21	41.21 42.13 68.8	53.7 64.4 64.14
performances [1] 130.12	172.18 179.19	79.8 143.3 156.21	41.21 42.13 68.8	68.14 69.7 100.5
performed [s] 20.15	pit_point [1] 39.8	79.8 143.3 156.21	41.21 42.13 68.8	105.12 108.2 110.2
97.13	place [s] 12.7	79.8 143.3 156.21	41.21 42.13 68.8	113.21 118.25 119.2
perhaps [s] 29.4	41.25 47.6 52.23	79.8 143.3 156.21	41.21 42.13 68.8	119.5 130.5 130.18
52.21 130.25 148.16		79.8 143.3 156.21	41.21 42.13 68.8	132.23 146.21 157.17

processes (1)	32 25	63 8	100 17	121 20	quit (1)	96 11	22 17	received (1)	11 22	64 2	148 20	
48 11	69 4	97 20	134 11	137 20	quite (1)	17 17	22 17	12 4	13 7	26 6	referring (1)	38 3
103 3	105 5	121 8	161 19	172 14	69 24	114 18	151 16	26 7	102 18	147 23	78 9	
129 8	129 9		proximate (1)	54 20	151 16	152 3	155 12	150 19	150 22	169 2	reflect (1)	99 12
processing (1)	124 20		public (1)	1 1	166 4			169 11	169 24	172 11	reflects (1)	41 11
producing (1)	23 3	1 10	77 11	151 2	quote (1)	41 9		receives (1)	97 23		refreshed (1)	56 16
product (1)	39 16	167 12	171 21	179 4				99 10	100 14	148 5	refused (1)	170 7
39 20	40 1	41 17	published (1)	123 5				receiving (1)	11 23	119 1	regard (1)	8 19
68 19	129 21		PUC (1)	1 16	149 9			recent (1)	105 17		30 3	32 3
products (1)	20 12	149 14	149 16	149 17				recently (1)	31 9		38 9	40 16
41 23	92 17	163 12						129 11			49 4	49 9
professional (1)	90 2	pull (1)	134 18					RECESS (1)	96 6		53 11	66 11
program (1)	26 24	pull (1)	134 18	137 2				115 14			102 8	112 13
27 1	27 5	27 7	purchase (1)	39 23				recharge (1)	18 1		regarding (1)	50 6
27 12	27 21	27 24	77 24	78 1	92 17			recharged (1)	16 19		139 8	158 14
28 1	28 5	28 5	purchase (1)	68 21				recognize (1)	103 19		Regardless (1)	92 1
29 16	29 25	65 13	purchasing (1)	84 11				105 22	112 15	129 8	regards (1)	26 22
127 17	128 19	172 4	purchasing (1)	84 11				135 22			49 25	
172 9	173 13	174 6	purpose (1)	58 23				recognized (1)	65 13		regenerators (1)	
prohibitive (1)	52 19	125 6	purposes (1)	10 13				104 6	158 15		60 23	
prohibit (1)	39 4	164 16	purposant (1)	130 2				recognizes (1)	119 11		region (1)	107 18
projected (1)	21 16	164 16	purposant (1)	163 13				122 6			121 14	
projection (1)	38 17	push (1)	53 3					re-evaluate (1)	46 25		region's (1)	100 6
projects (1)	40 8	pull (1)	12 20	12 23				re-run (1)	126 24		regional (1)	101 4
69 22	163 22	163 25	18 8	44 24	60 10			reaches (1)	151 18		regulatory (1)	25 23
164 12	164 14	164 17	71 19	85 15	100 4			reached (1)	12 15		related (1)	117 1
164 20	164 23	166 17	105 7	110 22	112 18			reaches (1)	153 2		125 11	136 24
168 23			113 4	113 11	133 17			read (1)	30 13	34 2	139 21	136 25
			173 22	173 23	174 20			124 4	124 16	125 2	relates (1)	120 21
			putting (1)	12 22				125 18	129 1	129 12	relationship (1)	102 8
			85 20	98 5				131 14	135 6	150 14	150 11	
								170 6			relative (1)	138 9
											158 17	159 11
											179 13	179 15
											relatively (1)	105 17
											reliability (1)	16 9
											16 11	20 7
											78 6	78 23
											79 5	82 15
											reliable (1)	16 8
											19 11	88 14
											89 24	90 17
											90 22	90 18
											relief (1)	145 14
											146 25	153 7
											rely (1)	67 13
											88 17	92 9
											remember (1)	23 11
											23 12	23 13
											88 3	162 8
											remembered (1)	
											51 12	
											remind (1)	157 19
											reminded (1)	157 22
											176 2	
											remote (1)	30 25
											57 9	74 22
											85 25	89 9
											89 15	89 9
											94 3	101 17
											103 7	176 20
											remotely (1)	28 16

28.17 30.11	136.8 164.6 164.8	153.6	rings (16)	8.14	97.9 116.4 116.5
remoter (1)	94.17	165.5	resolve (2)	146.14	116.9 118.25 123.10
remoting (1)	74.22	reported (5)	153.19	10.12 15.13 15.14	128.4 129.22 130.11
removal (1)	58.22	128.4 134.9 163.25	resolved (1)	160.15	137.13 144.8 144.9
remove (4)	35.11	165.21	resources (1)	69.24	144.13 145.14 145.20
52.4 52.8	75.10	Reporter (1)	respect (4)	127.9	146.4 146.13 150.7
removed (1)	35.17	reporting (20)	169.16 171.23 172.14	risk (2)	152.8 161.21 162.3
75.10 113.21	116.8 116.15 116.16	116.8 116.15 116.16	respond (7)	6.21	163.15 163.22 163.25
removing (4)	35.18	116.19 116.19 116.22	8.23 30.2 71.13	Rislow (4)	164.4 164.15 165.4
35.19 36.3 37.4	126.14 126.15 126.17	122.24 125.15 125.16	77.19 77.22 112.2	163.4 163.11	165.4 165.9 166.22
73.3 73.3	127.4 128.15 129.1	126.14 126.15 126.17	responding (1)	64.1	169.8 169.10 169.14
reopen (1)	6.18	129.4 130.6 135.14	response (7)	10.4	169.21 169.22 170.5
rep (4)	99.10 108.23	141.9	10.8 64.10 77.17	179.4 179.22	170.8 170.11 170.19
114.22 144.17		105.25 119.7 150.16	responsibilities (1)	167.4 167.11	170.24 172.2 172.22
repair (4)	65.11	reports (10)	8.6 8.7 8.13	Robert (1)	173.5 174.4 174.7
66.25 67.1 111.22	123.25 124.11 126.10	116.23	8.20 96.24 116.5	Rolayne (2)	safe (2)
131.23 119.2 119.16	136.9 136.10 141.17	141.21 147.23 177.5	116.7	4.12	87.5 89.21
119.20 119.23 120.6	represent (2)	117.22	responsibility (1)	rolling (1)	Sahr (1)
120.7 120.9 120.11	169.12		101.7 116.19 116.25	105.1 105.12	4.7 4.7 5.3
121.5 121.12 121.22	representative (14)		responsibility (1)	room (2)	5.24 15.5 15.25
124.3 130.17 31.25	97.14 97.15 97.20		responsible (1)	13.13	50.5 55.16 75.14
134.12 139.10 139.14	98.6 99.12 99.15		61.25 97.2	rounded (1)	102.25 126.2 127.1
139.20 139.25 140.5	99.22 100.19 100.21		rest (1)	119.15	151.12 165.14 168.5
140.10 140.11 140.15	101.15 101.25 103.22		rested (1)	174.16	168.13 173.2
150.20 152.14 153.25	105.3 109.18 109.21		restored (1)	173.18	Sahr's (1)
154.10 154.11 154.12	113.5 113.7 113.11		restructuring (1)	174.14 174.21	73.2
154.15 154.23 155.3	representatives (4)		32.24	routine (6)	sale (2)
155.10 155.24 156.20	97.23 99.20 102.6		result (2)	52.22 53.19 121.11	135.24 137.3
159.11 159.14 159.18	106.18 108.8 111.4		135.23	127.16 131.3	167.4 167.22 17.15
160.24 161.1 161.2	118.14		results (4)	10.10	sample (5)
161.4	118.14		122.15 163.19 164.22	20.14 47.13 61.7	164.12 165.1 165.6
repairman (1)	161.25		retail (1)	122.22 122.24	166.11 166.13 166.16
repairs (1)	77.20		123.4	123.4	166.18 166.19
108.4 111.18			rudeness (1)	101.19	sampled (1)
repeat (5)	141.17		ruled (1)	139.2	100.15
141.21 142.6 159.7	127.22		run (12)	13.18 13.19	100.8 101.5 126.12
159.23 161.8	reprimanded (1)		14.21 16.18 41.7	55.15 68.1 68.3	126.13 126.15 126.16
repeated (1)	14.15		86.1 127.24 132.19	170.8	127.5 164.22 169.18
66.23 177.5	reps (1)	121.25	right (3)	5.7	SAT (2)
repeater (7)	36.16		5.25 11.5 14.17	16.16 32.9 32.10	30.5 30.15
36.20 36.21 51.20	requested (1)	10.9	43.5 45.9 53.1	53.17 58.21 59.13	satellite (1)
52.12 75.9 76.9	108.9 159.22		59.23 59.24 60.18	123.19 146.17	13.22
repeaters (2)	60.23		63.17 66.3 67.6	runs (4)	11.18 27.1
95.24	required (5)	14.5	80.16 80.17 82.6	27.2 28.3	153.6 154.12
repeats (1)	134.12		82.17 83.8 83.9	rural (2)	27.7 38.8
142.14 177.9	170.24		83.13 83.14 86.5	50.15 50.20 51.2	43.10 62.2 75.20
replace (5)	14.20		86.14 88.19 90.20	95.12 105.23	77.3 78.4 101.25
29.22 45.7 47.8	11.24 38.11 61.13		94.6 104.18 106.6	Russ (1)	172.16
53.3 63.9 79.8	61.15 61.16 116.22		108.5 114.24 134.9	-S-	
83.23	129.4 136.16		134.23 137.21 138.1	S (1)	1.6 2.1
replaced (5)	29.4		140.15 143.19 149.21	2.10 4.1 4.8	4.8
31.14 44.23 46.2	129.4 136.16		151.19 155.20 159.13	4.10 4.18 4.25	4.25
46.15 63.11	requires (1)	36.16	160.25 161.3 161.10	5.9 6.16 7.25	7.25
replacement (14)	60.1 63.2		171.5 177.20	8.2 10.1 25.19	25.19
29.3 29.8 29.23	research (1)	92.16	rightfully (1)	136.15	
31.11 31.12 43.22	residence (2)	79.6	ring (2)	10.14 10.14	
48.16 53.8 62.25	114.23		10.15 10.19 11.2	25.20 25.24 26.14	
63.2 64.4 64.7	resident (1)	7.19	11.8 11.18 13.11	26.17 37.18 37.21	
64.15 65.19 79.7	residential (5)	38.20	14.12 14.13 14.19	47.22 48.18 49.11	
74.18 83.20 84.13	41.5 42.7	65.7	16.11 19.20 20.17	49.12 50.8 65.2	
report (14)	78.22 79.6 124.7		21.2 21.23 22.1	69.8 70.6 71.18	
22.10 28.9 108.9	141.17 141.20		22.21 23.10 24.4	73.23 75.14 75.23	
124.8 125.13 128.23	resolution (2)	149.8	79.4 88.21	75.24 77.16 78.5	
135.18 135.23 136.6				78.21 78.25 86.6	
				94.14 96.23 96.24	

19.7 19.9 19.13	149.21 158.13	113.7 113.11 113.15	121.20 131.22 155.8	sizing (1)	33.3
19.21 20.5 20.16	section (1)	114.13 114.16 114.22	161.9 161.19	slip (1)	13.25
20.20 21.8 21.14	29.3 29.23 63.9	116.25 119.19 122.18	side-by-side (1)	small (1)	10.3
21.21 60.25 61.8	119.25 166.2 172.17	121.18 121.25 122.15	101.8	10.5 10.16 11.7	
61.12 61.21 62.11	sec (1)	123.11 123.20 124.23	signal (1)	12.19	
63.12 63.19 64.6	45.18 46.5 47.9	126.8 129.15 130.16	12.23 12.23 12.25	13.5 13.9 13.14	14.12 19.20 20.17
64.24 65.24 66.3	60.23 52.18 61.23	130.17 131.19 143.12	13.5 13.9 13.14	60.22 73.18	162.4 162.6 162.17
66.22 67.4 67.8	63.5 67.1 75.22	144.12 144.19 149.6	signals (1)	13.19	174.10
69.6 69.14 70.10	84.3 98.18 105.21	154.12 154.15 160.25	14.21 17.2	social (1)	153.15
70.13 71.2 72.4	106.18 110.9 110.9	161.25 162.8 162.9	significant (1)	software (2)	12.10
72.13 72.25 73.9	114.21 149.8 149.13	171.3 171.4 172.17	14.1 17.2	174.20	
73.22 74.9 74.24	149.22 159.18	173.11 174.19 174.23	similar (1)	Sol (4)	148.11 148.21
75.4 75.13 75.19	seeing (4)	services (1)	82.25 123.13	150.8 153.8	
76.15 76.24 77.5	70.2 138.11 154.21	68.17 73.14 92.12	simple (4)	solar-powered (1)	177.1
77.8 77.14 78.3	seek (1)	108.4 123.18 144.16	35.25 60.6 131.19	sol (1)	174.8
78.19 79.17 106.10	seem (1)	149.2 164.19 176.9	simplified (1)	solve (1)	150.15
107.18 108.1 108.7	segments (1)	30.17 81.18	simply (4)	someone (14)	63.24
108.15 108.19 108.22	self (1)	set (1)	60.11 109.22 170.23	104.4 108.3 109.10	
109.4 109.9 109.15	self-explanatory (1)	28.3 31.6 56.7	simulate (1)	111.20 113.12 129.21	
109.20 110.1 110.5	147.18	57.1 57.5 57.5	25.1 25.2	143.8 152.3 154.1	
110.15 110.24 111.6	self-reporting (1)	78.22 110.6 120.2	sincerely (1)	154.3 154.14 155.2	
112.1 112.6 112.22	128.5	179.18	single (4)	126.17 157.10 160.15	
113.2 113.13 113.20	send (4)	sets (4)	145.22 147.5 165.18	someplace (1)	153.18
114.15 115.6 126.4	27.13 112.20	44.17 45.16	Sioux (1)	Sometime (1)	21.25
128.13 128.21 128.25	148.1 150.8 150.8	sewn (2)	7.20 7.23 11.10	sometimes (9)	28.17
129.11 129.19 130.1	150.9 150.16 152.8	44.4	13.5 19.14 19.15	40.18 43.14 78.15	
130.9 130.16 130.23	sense (14)	seventh (1)	19.22 19.23 20.2	98.24 99.5 99.5	
131.6 131.11 131.16	9.4 33.13 41.5	several (1)	51.10 51.13 63.14	110.19 113.13	
132.1 133.3 133.10	41.6 54.15 54.17	116.12 134.10 138.13	67.19 173.21	somebody (1)	20.21
133.14 142.20 142.24	54.19 59.9 69.16	139.17 160.18 161.7	sit (1)	32.16 92.4 115.3	
143.2 143.6 153.22	90.8 90.11 90.13	169.9	site (10)	139.23	
155.9 155.13 156.5	91.7 91.21 164.22	Sevoid (1)	46.22 46.25 46.25	SONET (14)	8.14
156.14 156.23 157.5	sent (7)	151.3 162.17	58.7 58.9 58.12	8.17 9.1 10.12	
157.8 157.16 157.24	6.12 10.5 73.18	SFLS (1)	84.5 84.7	10.14 10.14 10.15	
158.18 170.22 111.6	separate (1)	shape (1)	sites (25)	10.19 11.2 11.8	
171.7 173.4 173.8	separated (1)	shared (1)	53.19 57.7 57.9	10.17 12.8 13.20	
173.16 174.3 174.7	separated (1)	shed (1)	82.16 82.18 82.21	14.3 14.12 14.12	
174.12 174.17 174.22	separately (2)	sheet (5)	82.24 82.25 83.1	14.19 15.17 15.14	
174.25 177.5 177.10	118.1	19.20 45.19	83.7 83.7 83.25	16.11 16.22 18.12	
Schoenfelder's (1)	September (1)	62.25 63.3 63.6	85.4 86.13 86.18	19.14 20.17 21.23	
22.17	sequence (1)	shelf (1)	87.6 87.16 89.23	22.21 23.10 23.19	
school (1)	10.22	shift (2)	92.21 92.24 93.23	24.4 79.4 88.20	
172.2 173.11 173.19	serial (1)	151.3 151.5	93.24 176.20 176.21	88.20 89.12 93.1	
173.21 173.25 175.15	serious (1)	shooting (1)	sits (1)	93.2 164.19	
176.3 176.5	102.8	shore (1)	101.13	sophisticated (1)	50.17
170.12 171.25 172.5	serve (2)	shoring (1)	sitting (2)	sophistication (1)	68.24
173.6 173.14 173.21	172.2	short (7)	57.12	50.17	
173.24 174.11	174.14	55.15 96.6 119.12	situation (19)	sophistication (1)	68.24
science (4)	service (9)	149.25 156.2	52.15 64.9 64.17	67.10 68.22 68.24	
38.5 68.8 129.10	5.8 9.2 15.18	shortage (9)	65.7 65.12 65.19	sorry (10)	10.24
screen (7)	29.9 31.25 33.23	32.11 47.21 47.24	66.6 66.7 66.9	10.25 49.14 113.3	
119.18 120.1 132.4	33.25 63.4 64.18	79.23 79.25 80.4	66.13 68.10 69.1	118.17 139.9 141.19	
140.14 140.14 153.16	67.1 73.19 73.21	80.6 87.23	71.22 72.3 82.23	150.6 157.24 177.7	
screened (1)	81.7 81.8 97.1	shortened (1)	87.25 98.4 107.15	sort (9)	16.22 49.19
screeners (1)	97.13 97.20 98.1	shortland (1)	situations (10)	52.4 52.4 111.8	
screening (4)	98.2 98.3 98.5	shortness (1)	52.10 55.4 68.2	113.16 113.20 115.2	
132.6 132.6 132.14	98.5 98.20 99.1	show (7)	68.13 83.2 161.11	135.13	
scal (1)	99.2 99.4 99.10	141.10 142.11 149.15	six (4)	sought (2)	145.14
season (4)	99.12 99.14 99.19	167.19 172.3	96.3 134.8 141.16	153.7	
80.10 107.19 107.20	99.20 99.22 100.1	showed (1)	sixth (1)	sound (1)	90.3
seasonal (2)	100.2 100.4 100.11	showing (1)	14.21	sounded (1)	78.8
48.11	100.21 101.5 101.6	shows (5)	size (7)	sounds (3)	62.22
second (12)	102.6 103.5 103.5	135.8 135.9 139.10	34.23 71.25	153.12	
29.17 35.13 53.6	103.12 103.15 103.22	176.22	166.20 166.24	source (2)	100.12
136.7 57.5 63.3	105.11 109.1 111.5	size (10)	sizes (1)	164.9	
140.10 141.2 146.5	111.8 111.12 112.7	37.13 40.23	33.10		
	112.14 112.23 113.5	41.4 41.6 47.19	71.24		

sources (1) 145 17	Spry (12) 3 7	102 1 102 12 102 12	subject (1) 95 7	135 4 135 7 135 8
South (30) 1 2	4 20 4 21 4 22	130 12 131 24 159 19	submitted (5) 6 9	135 10 136 23 137 6
1 13 2 5 2 8	126 3 136 15 157 6	170 24 171 5	165 3 165 19 165 23	141 7 141 7
2 11 5 9 7 20	squash (1) 157 12	Stating (1) 145 21	169 6	switching (1) 26 11
7 22 8 14 10 12	square (1) 41 24	station (1) 11 23	subscriber (4) 31 4	27 2 52 20 70 4
26 23 70 5 30 22	42 1 42 2	statistical (4) 38 24	44 9 44 12 47 4	sworn (10) 7 11
30 24 31 4 33 23	stable (4) 18 2	40 13 41 8 50 9	83 5 95 10	25 19 96 14 115 20
44 8 44 19 48 20	staff (4) 1 19	50 12 166 16	subsequent (7) 117 9	143 23 157 13 163 5
48 21 49 2 51 6	4 13 5 21 15 20	statute (1) 75 26	160 22 161 7 161 13	167 5 171 14 175 20
69 9 69 7 69 25	42 15 102 20 122 12	stay (1) 119 9	subsidiary (1) 152 5	synchronization (1) 13 21 13 21 13 24
71 1 79 2 81 18	126 4 147 11 148 15	stays (1) 18 2	substantial (1) 152 14	system (4) 11 16
82 16 92 21 93 15	149 12 149 17 151 4	stem (1) 41 17	successfully (1) 38 11	11 17 12 7 12 10
94 17 95 7 97 6	163 2 164 25 169 2	stems (1) 29 11	staff (2) 27 15	13 25 17 12 20 23
100 7 117 8 146 3	staff's (1) 10 9	stenographic (1) 179 11	29 23 39 11 69 11	45 16 53 22 76 25
149 10 150 25 167 12	stages (1) 31 10	stenographically (1) 179 7	70 8 72 20 85 21	84 6 84 21 84 21
168 22 171 21 172 14	stale (1) 88 10	step (4) 9 23 9 24	98 7 141 10 148 20	88 20 89 2 94 5
172 19 179 1 179 5	stamp (2) 120 14	10 21 10 22 13 10	148 20 179 15	94 25 98 9 98 11
space (4) 40 17	121 1	39 7 39 18 105 4	sudden (1) 103 15	98 15 98 18 100 11
40 21 41 1 41 1	stamped (1) 132 24	step-by-step (1) 9 17	suddenly (1) 67 25	103 19 103 23 104 5
speak (9) 17 5	stand (4) 7 5	stepped (1) 130 18	Sue (2) 3 8 143 10	104 7 104 20 105 8
71 8 110 21 111 14	30 16 143 21 157 6	steps (4) 50 21 99 18	sufficient (1) 153 5	105 10 106 18 106 20
112 5 130 18 155 2	standard (10) 33 3	102 15 121 17	Suite (1) 2 3	106 21 107 9 108 13
161 18 174 12	75 21 100 22 100 24	stevens (1) 168 21	summarization (2) 167 24 167 25	109 3 109 7 109 22
speaking (1) 26 21	124 8 124 9 137 14	Steven (4) 3 11 171 13 171 20	summary (1) 167 21	112 16 115 4 150 17
30 25 49 21	147 25 155 2 171 3	stick (1) 49 3	summer (2) 32 12	156 10 159 8 161 16
speaks (1) 103 22	standards (10) 100 22	still (4) 14 14 22 17	48 4	systems (25) 13 20
specific (2) 6 24	102 13 110 6 112 9	27 16 35 15 43 3	sun (1) 94 10	26 13 31 3 31 4
35 6 39 10 41 8	112 9 112 11 125 16	44 3 45 23 89 5	supervises (1) 158 11	31 11 44 10 44 19
42 11 42 21 48 20	125 17 170 23 171 4	112 24 120 24 145 10	supervisor (1) 114 10	46 21 47 4 87 13
48 21 52 15 57 2	standby (2) 22 25	153 23 157 22 176 2	121 22 154 14	87 15 89 23 92 10
61 19 66 9 66 13	23 2	stipulated (1) 162 25	supplier (2) 33 12	92 20 98 10 107 6
68 18 72 2 95 21	standpoint (4) 9 17	storage (1) 42 1	33 15	112 15 114 17 127 18
124 15 125 3 133 19	33 13 60 14 65 22	story (2) 161 8 161 11	suppliers (4) 32 6	129 9 129 23 173 23
139 13 139 19 158 9	70 24 91 20 92 13	straight (1) 118 3	33 15	146 24 176 25 177 2
specifically (2) 54 6 61 7 71 21	111 12	149 14 149 15	supply (1) 72 7	tables (1) 127 17
86 19 86 24 87 9	stands (4) 26 25	straighten (1) 78 25	18 4 71 3 92 16	takes (1) 109 6
93 21 116 18 116 24	30 17 74 18 118 18	strengthened (1) 163 20	support (2) 9 19	tasks (1) 10 15
119 3 119 22 122 5	start (16) 11 6 14 3	street (4) 2 3	15 1 17 1 26 13	12 7 33 23 52 3
122 22 124 16 131 17	23 3 57 17 58 3	65 5 114 20 115 1	supply (1) 18 4	52 5 52 9 60 14
131 22 133 7 138 15	86 3 86 10 90 1	strength (2) 11 21	18 4 71 3 92 16	68 23 77 19 136 8
138 20 139 2 142 3	90 25 91 8 91 10	string (1) 56 4	supplying (2) 17 25	159 13 160 22 161 6
159 10 159 19	104 22 105 11 110 25	59 14 84 9	43 25	taking (7) 34 15
specification (2) 44 2 141 9	111 2 161 12	stringed (2) 31 8	supposed (2) 114 23	42 1 59 25 60 9
specifics (1) 84 3	started (4) 57 14	44 18	125 19	97 15 97 21 159 17
specified (1) 24 14	57 16 58 2 91 19	strings (5) 45 21	supposedly (1) 114 23	talks (2) 100 14 135 9
45 4 179 12	125 18 159 15	53 5 56 5 84 8	surveillance (2) 27 13 65 13	Tamura (1) 2 4
speed (1) 166 3	starting (1) 122 17	strong (1) 105 5	surveilling (1) 28 2	Tammy (1) 2 4
spend (2) 81 4	starts (5) 10 17	stronger (1) 111 9	Susan (2) 143 22	tap (1) 35 15 35 20
spending (1) 70 22	14 6 14 18 21 5	stuck (1) 6 13	124 4	35 21
spent (5) 78 13	159 15	studied (1) 166 16	suspect (1) 102 3	tape (1) 130 25
163 15 163 23 164 1	state (20) 1 2	study (1) 138 10	switching (1) 129 3	taped (2) 119 14
164 5	1 13 7 17 9 7	stuff (1) 123 20	18 5 18 6 18 7	130 20
speak (1) 117 24	24 7 25 14 51 5	sub (1) 86 3	22 23 124 13 135 9	taps (3) 34 19 35 13
spoken (1) 110 13	69 18 69 19 78 21		124 19 124 22 135 9	35 15 35 17 37 5
spot (1) 29 1	96 18 115 24 127 20		switched (1) 59 12	52 4 73 3 75 11
spots (1) 167 5	134 20 134 24 139 12		134 15 141 5	76 6
spring (2) 138 22	144 3 145 10 145 25		switches (9) 50 1	target (2) 23 9
139 1	148 10 148 22 148 23			
Springs (2) 172 3	149 18 150 9 163 9			
173 25	167 9 171 18 179 1			
	statements (2) 176 15			
	177 4			
	states (9) 100 6			

40.8	9.20	9.22	10.16	53.3	53.7	65.13	156.12	156.16	156.20	160.5	160.14	160.16		
tariff [1]	37.12	12	12	12	12.22	66.66	69.7	70.2	157.17	157.25	158.6			
TC99-016 [1]	1.6	12.3	12.25	13.1	95.13	95.16	97.20	158.8	160.8			troubles [2]	30.13	
tech [1]	15.1	14.21	16.8	26.25	127.1	98.11	105.8	tracked [3]	38.11			true [1]	17.15	17.16
technical [9]	9.19	46.7	46.12	65.15	108.2	110.20	111.25	122.9	158.7	158.16		49.15	129.17	133.6
11.13	15.1	20.11		95.4	106.14	119.12		129.19	158.7			170.25	179.17	
25.23	26.9	36.12		14.27	16.8	26.25		129.19	158.7			Trujillo [1]	148.11	
39.21	53.2	172.15		tested [9]	10.23			156.6	156.9	159.10		150.8	153.8	
Technically [1]	107.17			28.24	45.1	45.20		Trade [1]	129.12			Trujillo's [1]	148.21	
technician [9]	28.10			54.24	52.24	83.23		traditional [1]	133.21			truly [3]	22.12	73.5
65.15	66.2	91.18		95.11	135.15			traffic [1]	15.17	73.5		trunk [1]	49.25	
112.17	112.23	113.8		testified [1]	7.12		throughout [1]	99.24	34.13	34.16	34.17	134.15	136.23	
132.21	133.1			21.25	31.21	96.15		137.1	156.10			try [1]	17.18	30.6
technician's [1]	113.10			115.21	143.24	157.14		ticket [1]	120.1			37.21	38.15	40.5
technicians [4]	8.22			120.25	163.6	167.6		132.13	142.6	159.15		40.7	40.11	40.14
10.10	14.10	22.11		171.15	175.21	175.24		159.16	159.18	160.9		40.21	41.20	41.21
113.18	132.25			testimony [5]	24.13			160.10	160.11	160.14		41.22	42.11	48.24
techniques [1]	41.8			146.18	73.25	170.6		165.19				48.24	49.24	109.8
technologies [1]	18.18			testing [22]	8.9			tickets [5]	64.2			120.18	126.6	136.9
technology [28]	16.6			8.17	8.19	8.23		125.6	160.4	160.5		154.10		
16.11	16.22	18.17		8.23	9.1	9.6		165.18				154.10		
36.13	37.13	54.14		9.14	10.19	13.4		172.11				trying [1]	23.13	
59.22	70.24	77.10		15.12	22.13	24.25		179.10	179.11			34.21	35.10	36.25
78.18	78.19	79.5		28.16	28.19	28.21		179.10	179.11			37.21	37.25	52.18
84.2	84.15	84.18		32.28	45.8	52.1		161.3	159.4	161.5		68.8	68.16	69.4
88.17	92.1	85.8		120.4	132.6	132.7		162.13				80.12	82.1	91.20
92.13	92.23	93.3		tests [1]	13.18	95.1		tiny [1]	152.3			111.9	126.18	132.15
93.9	108.17	111.12		Thank [24]	7.9			titles [1]	141.22			132.16	152.18	
technologywise [2]				16.2	21.22	25.5		today [4]	82.6			turn [8]	8.8	9.5
90.15	90.21			25.6	52.18	55.16		92.22	105.6	105.6		9.6	9.15	14.7
telecommunication				79.17	82.14	87.20		108.17	157.9			14.9	18.17	169.5
[2]	42.6	68.17		94.7	115.6	127.1		108.15 [5]	36.2			turn-up [5]	8.9	
telecommunications				133.13	142.19	143.6		137.5	55.12	91.6		8.17	8.23	10.16
[4]	26.11	41.14		170.20	171.7	174.25		148.13	164.3			11.7		
70.17	175.9			178.5	178.6			together [5]	31.8			turnaround [2]	71.9	
telephone [12]	11.11			thereafter [1]	35.5		transmits [4]	11.9	13.8	14.1		155.1		
27.16	49.12	77.16		therefore [1]	62.3		11.19	11.20	21.2			turned [5]	9.2	
78.7	80.4	119.8		they've [1]	63.25		21.6	21.6				11.16	15.16	18.6
119.18	142.8	146.10		they're [1]	63.25		transmitted [2]	12.16	21.25			21.25		
168.25	172.6			76.72	103.11	161.7		120.3				TV [1]	153.15	
				161.10	161.12	161.8		transmitter [1]	11.22			Twenty-eight [1]	116.10	
television [1]	152.11			thinking [2]	51.4			transmission [1]	21.5			twice [1]	30.7	
telling [4]	58.19			82.8			took [1]	137.9	146.5			twist [1]	60.10	
89.22	96.21	131.12		third [3]	13.18	14.6		153.15				twisted [3]	34.13	
154.6	160.11			36.4	56.11	176.24		top [1]	37.23	51.4		58.25	73.6	
tells [1]	100.22			Thirty [1]	144.14			70.1	70.1	70.14		Two [5]	4.17	8.14
ten [2]	100.104	100.24		thought [1]	5.16			118.19	141.14	174.19		8.17	10.12	11.19
tenure [1]	94.2			10.7	34.2	48.22		108.14	111.52			11.19	12.12	23.25
term [4]	41.23	69.21		51.21	133.12	131.7		131.4				24.25	26.19	31.7
75.12	79.14			10.7	34.2	48.22		tremendous [1]	106.23			43.5	43.5	47.15
termed [1]	43.3			thoughts [2]	47.10			trial [1]	106.16	107.3		44.27	45.16	49.21
terminal [4]	29.4			35.1	40.11	52.3		131.24				51.7	51.8	51.9
30.4	30.17	120.12		34.3	74.4	100.9		168.23	169.8	175.8		52.9	55.13	55.21
terminating [1]	126.22			145.2	146.16	159.3		totally [4]	16.10			56.5	56.19	57.3
terminology [4]	62.7	67.6	73.13	173.23				Touched [1]	126.11			59.2	70.2	70.5
114.24				through [5]	9.13			Touchtone [2]	119.9			76.6	77.5	84.7
terms [7]	32.11			9.15	9.16	10.21		119.10				90.13	93.11	99.19
34.15	35.25	39.21		11.4	11.12	12.11		119.11	154.7			100.12	104.24	103.6
41.19	44.3	99.25		13.10	13.15	14.4		62.22	63.1	63.5		103.18	114.17	123.8
territory [4]	69.9			14.1	20.22	26.23		64.2	65.16	66.19		140.8	154.5	155.1
70.7	81.18	100.10		29.15	30.6	31.18		66.23	66.23	67.5		155.7	155.16	155.17
test [2]	9.7	9.10		32.24	34.2	34.13		119.25	123.25	124.7		158.7	159.3	164.25
				32.24	34.2	34.13		124.11	125.6	132.15		166.3	168.25	172.6
				35.23	37.17	50.21		132.15	132.16	141.17		two-day [4]	95.19	
								141.21	142.4	142.5		99.5	99.6	137.18
								146.8	146.9	159.23		two-hour [1]	155.1	

two-page (1) 419	110.25 126.18 127.21	78.4 84.21 85.5	verification (1) 20.8	weeks (1) 99.23
two-thirds (1) 141.4	131.12 136.7 137.3	85.8 89.13 149.1	126.5 128.6 128.10	Wegman (4) 1.23
type (1) 27.25 29.8	138.15 153.11 162.11	154.18 161.24 161.25	128.14 169.15 171.22	3.11 128.10 171.12
29.10 29.11 29.13		163.19 163.22 166.12	verified (4) 129.17	171.13 171.20
29.16 30.12 39.1	understood (1) 73.24	174.1	134.25 163.24 165.21	Wessington (2) 172.3
39.3 39.15 39.21	74.25 76.17	user (1) 109.6	verifies (1) 128.22	173.25
40.2 40.4 43.21	undertaking (1) 54.2	users (1) 95.7	verify (1) 11.15	West (9) 2.2
44.1 48.12 54.13	unfortunate (1) 49.4	uses (1) 50.8 123.11	11.17 12.3 12.12	4.9 4.11 4.18
64.14 64.17 64.19	unfortunately (1)	129.22	13.6 14.6 134.21	4.24 5.9 6.16
64.22 65.13 65.19	union (1) 102.1	using (9) 27.5	136.9 143.9 143.9	7.25 8.2 10.1
68.18 72.18 90.4	111.1	28.24 39.3 59.8	143.11 163.14 164.1	25.17 25.19 25.20
92.1 99.3 99.15	unique (2) 146.24	77.23 92.23 95.3	165.4 165.17 169.7	25.24 26.14 26.17
99.16 101.13 101.14	161.6	100.3 173.23	169.21 169.24	37.18 37.21 47.22
111.5 126.11 126.13	unit (4) 51.24 119.7	usually (4) 28.20	version (2) 148.23	48.18 49.11 49.12
148.13	148.24 149.1	50.18 50.18 50.25	167.23	50.8 65.2 69.8
types (2) 18.16	United (1) 133.22	104.8 160.22	via (4) 29.7 147.25	70.6 71.18 73.23
97.11	units (2) 42.1 72.21	Utah (1) 145.11	168.24 172.5	75.15 75.23 75.24
typewriting (1) 179.8	unless (2) 162.19	Utilities (4) 1.1	video (1) 173.22	77.16 78.5 78.21
typical (1) 52.8	unload (1) 76.4	1.10 163.12 167.12	view (5) 50.19 68.16	78.25 86.6 94.14
Typically (1) 150.7	unquale (1) 41.10	167.13 171.21	131.4 137.1 146.1	96.23 96.25 97.9
type (1) 149.20 149.24	unusual (1) 161.6	utility (2) 151.2	vis-a-vis (1) 74.16	116.4 116.6 116.9
		utilized (1) 136.14	visions (1) 79.13	118.25 123.11 128.4
			visit (2) 53.24 172.6	129.22 130.11 137.13
			visited (3) 31.16	144.8 144.10 144.13
			46.14 52.24 53.20	145.14 145.20 146.4
			53.21	146.13 150.7 152.8
				161.21 162.3 164.4
				163.22 163.25 164.4
				164.15 165.4 165.4
				165.9 165.22 165.24
				168.8 169.6 169.10
				169.14 169.21 169.22
				170.5 170.8 170.11
				170.19 170.24 172.2
				172.9 172.15 172.16
				172.22 173.5 174.7
				175.13
				West's (1) 1.6
				169.9 174.4
				western (1) 24.7
				westernmost (1) 24.4
				wet (2) 27.21 29.11
				whereby (2) 140.14
				158.10
				WHEREOF (1) 179.18
				wherever (1) 35.17
				71.19 94.4
				whole (1) 9.13
				71.8 105.12 107.14
				107.19 164.18 164.20
				wholesale (2) 40.25
				42.2
				wide (1) 70.8
				width (1) 85.19
				Wiest (1) 1.19
				4.12 4.12 5.4
				5.22 6.2 6.6
				6.9 6.15 15.6
				15.21 42.17 42.22
				49.5 102.21 122.14
				125.21 147.13 151.8
				162.25 163.3 163.8
				165.8 167.1 167.3
				167.8 168.2 168.7
				168.16 170.1 171.9
				171.11 171.17 172.21
				175.1 175.3 175.7

175.11		
Wilka (1)	2.4	
4.8	4.8	
William (1)	2.2	
willing (1)	81.4	
156.2		
wind (1)	69.10	
winter (1)	91.10	
wire (1)	38.1	
wires (1)	59.3	
wiring (1)	173.6	
173.14	174.1	174.11
wish (1)	75.5	
within (2)	11.25	
12.7	12.8	16.23
43.5	43.5	43.17
57.20	72.7	79.8
86.22	93.11	95.19
100.9	100.25	105.9
107.9	138.24	142.5
142.7	145.14	145.20
147.7	154.4	
without (4)	22.13	
101.15	114.8	120.18
witness (1)	3.3	
7.11	21.17	21.19
25.10	96.14	111.19
112.4	115.20	143.23
156.7	157.13	163.5
167.3	167.5	168.17
170.18	171.11	171.14
175.20	179.18	
witnesses (4)	6.21	
6.23	162.15	175.3
wondered (1)	128.5	
wondering (1)	136.19	
137.21	176.13	
word (4)	47.12	78.4
79.20	154.19	
words (1)	33.5	
33.9	34.21	36.9
41.18	45.5	59.1
64.18	69.11	69.19
76.5	83.16	84.4
92.10	108.10	127.13
158.2		
workable (1)	90.3	
worked (1)	8.21	
8.21	116.9	132.25
135.20	144.13	144.15
160.22		
Workers (1)	121.15	
works (1)	22.4	
57.4	65.2	67.18
93.2	105.6	145.6
worth (1)	88.12	
writing (4)	9.22	
150.5	150.6	150.7
written (1)	122.19	
125.17	150.16	
wrong (2)	78.25	
156.8		
-X-		

x (4)	3.1	81.3
85.18	85.19	
x.25 (1)	12.2	
-Y-		
Yankton (1)	11.10	
13.5	19.22	19.23
19.25		
year (2)	30.5	30.7
31.15	31.24	32.13
32.16	40.10	40.19
46.15	47.1	53.14
67.12	68.9	69.22
72.7	81.17	136.25
137.1	141.5	151.6
152.13		
years (1)	25.25	
40.11	45.7	47.8
88.18	97.10	97.18
116.10	144.14	145.2
160.18		
Yep (1)	76.21	
yesterday (1)	162.3	
yet (4)	107.20	114.9
154.8	178.2	

-Z-		
zero (1)	12.11	86.3
91.14		
zeros (1)	151.21	

State: South Dakota
Subject: TC97-016
Respondent: Carol Spry

1. The dollar amount paid out (or credited) for installation commitments missed.

Response: This was not in effect until July 1, 1996 in South Dakota. The amount credited in 1996 was \$18,020. The amount that has been credited through May, 1997 is 17,400. USWC counts and credits multiple misses for each order missed for Company reasons.

2. The dollar amount paid out (or credited) for repair commitments missed.

Response: Repair credits are tracked by journal codes. There are no records of any customers calling in to request a credit in 1996 or year to date, 1997, in South Dakota.

4. Break out specials by category and list the percent commitments missed by category.

Response: See Attachment A.

12. Identify internal service objectives relevant to this proceeding.

% Provisioning Commitments Missed	8.5%
% Provisioning 2-Day Standard Interval Offered	80.0%
% Repair Commitments Missed	10.0%
% Repair Standard Interval Met	75.0%
% Not Answered in 20 - Business Office	20.0%
% Not Answered in 20 - Repair Bureau	20.0%



YTD

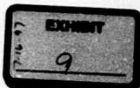
ATTACHMENT A

South Dakota Special Service Commitments Missed By Product			
1996 YTD			
Product	Special Orders	Company Miss	Commitments Missed
CENTREX	1868	84	4.27%
COMM. SYS	39	4	10.26%
DDS	746	156	20.91%
DS1	866	118	13.63%
DS3	24	5	20.83%
ESDX	27	1	3.70%
FGA	6	1	16.67%
FTG B	19	2	10.53%
FTG C	17	1	5.88%
FTG D	115	7	6.09%
ISON	171	46	26.90%
MESSAGE	1	0	0.00%
MISC OFFER	505	2	0.40%
MISC COM CAR	47	6	12.77%
PBX SERVICE	1471	95	6.46%
PRIVATE LINE	1100	185	16.82%
SERVICE LINES	1	0	0.00%
SPEC SWITCH	24	2	8.33%
SWITCHNET 56	6	0	0.00%
WALS	39	2	5.13%
WATS	4	0	0.00%
TOTAL	7198	717	9.96%

Number of Various Complaints by Collection Point

South Dakota
FEBRUARY 1995 - Page 16

Collection Point	Collection Point						Total
	FCC	Exec Ofc's	Exec Other	Stato VP- Other	MO Leads - MUR	PUC Other	
Collection Point Total.....	2	1	6	7	1	8	25
Subject of Complaint							
Billing.....	0	0	3	0	0	1	4
Call Handling.....	0	0	0	2	0	2	4
Damage Claims.....	0	0	2	0	0	0	2
Installation.....	0	0	0	1	1	0	2
Refunds and Thrifts.....	0	0	0	1	0	2	3
Repair.....	0	0	0	2	0	0	2
Treatment.....	0	1	1	1	0	3	6
Unauthorized PIC							
Change.....	1	0	0	0	0	0	1
800 Billing/Contest.....	1	0	0	0	0	0	1



267

Collection Point	Collection Point					Total
	PIC	Exec Other	State VP-Vp	State VP-Other	PIC Leads - Other	
Collection Point Total.....	2	5	1	2	1	25
Subject of Complaint	1	0	0	0	0	1
American Cable.....	0	0	0	0	1	1
Billing.....	0	0	0	0	0	0
Courtesy.....	0	2	0	0	0	2
Deposit Policy.....	0	0	0	0	0	0
Field Order.....	0	0	0	0	0	0
Installation.....	0	0	0	0	0	0
Local Calls.....	0	0	0	1	0	1
Mileage.....	0	0	0	0	0	0
Notes and Tariffs.....	0	1	1	0	0	2
Rebate.....	0	0	0	0	0	0
Repeat.....	0	0	0	0	0	0
Treatment.....	0	0	0	0	0	0
Unauthorized PIC Change.....	0	0	0	0	0	0

Number of Various Complaints by Collection Point
South Dakota
April 1993 - Page 16

	Collection Point							Total
	PUC	PUC	Spec Office	Spec Other	State VP-VP	State VP- Other	PUC Other	
Collection Point Total.....	3	2	3	2	4	2	23	39
Subject of Complaint								
Answering Calls.....	0	0	0	0	0	0	0	0
Billing.....	0	0	0	0	0	0	0	0
Service Drop.....	0	0	0	0	0	0	0	0
Call Handling.....	0	0	0	0	0	0	0	0
Courtesy.....	0	0	0	0	0	0	0	0
Public Policy.....	0	0	0	0	0	0	0	0
Work Orders.....	0	0	0	0	0	0	0	0
Microfilm.....	0	0	0	0	0	0	0	0
Area Code Activity.....	0	0	0	0	0	0	0	0
Refund.....	0	0	0	0	0	0	0	0
Repair.....	0	0	0	0	0	0	0	0
Document.....	0	0	0	0	0	0	0	0
Service Charge.....	0	0	0	0	0	0	0	0
999 Billing/Content.....	0	0	0	0	0	0	0	0

268

Number of Various Complaints by Collection Point
South Dakota
May 1995 - Page 16

	Collection Point					Total
	FCC	PUC	State VP-VP	State VP- Other	PUC Other	
Collection Point						
Total.....	6	1	6	22	31	52
Subject of Complaint						
Complaint.....	0	0	0	0	1	1
Call Waiting.....	0	0	0	4	1	6
Damage Claim.....	0	0	1	1	0	1
Hold Order.....	0	0	1	4	0	7
Installation.....	0	0	1	0	1	3
Interconnection.....	0	0	0	0	1	1
Missed Call.....	0	0	0	1	0	1
Missed Call.....	0	0	1	0	3	4
Repair and Verify.....	0	1	0	0	0	1
Transfer.....	0	1	0	0	2	3
Unauthorized PUC.....	4	0	0	0	0	4
Change.....						

	Collection Point				Total
	PUC	State VP-VP	State VP-Other	PUC Other	
Collection Point					
Total	1	2	36	19	58
subject of Completion					
selling.....		6	1	9	1
Serialized Drop.....	0	0	1	1	1
Call Handling.....	0	0	1	1	1
Field Order.....	1	1	1	5	8
Installation.....	0	0	4	2	6
Miscellaneous.....	6	0	1	0	7
Motor Vehicle Switching.....	0	1	2	0	3
Rental and Traffic.....	0	0	2	3	5
Repair.....	0	0	4	4	8
Treatment.....	0	0	0	4	4

Number of Various Complaints by Collection Point
 South Dakota
 July 1995 - Page 16

	PUC	Collection Point				Total
		Rec Other	Rec Other	State VF- Other	PUC Other	
Collection Point Total	1	1	1	15	26	48
Subject of Complaint						
Access.....	0	0	0	0	1	1
Accounting.....	0	1	0	0	0	1
Billings.....	0	0	0	0	1	1
Service.....	0	0	0	0	1	1
Service Drop.....	0	0	0	0	1	1
Call Handling.....	0	0	0	0	1	1
Company Policy.....	0	0	0	0	1	1
Engineering.....	0	0	0	0	1	1
Installation.....	0	0	0	0	1	1
Materials.....	0	0	0	0	1	1
Miscellaneous.....	0	0	0	0	1	1
Repairs.....	0	0	0	0	1	1
Treatment.....	0	0	0	0	1	1
Unsubstantiated PUC	0	0	0	0	1	1
Change.....	0	0	0	0	1	1

Number of Various Complaints by Collection Point
Smith Dakota
AUGUST 1996 - Page 15

	Collection Point						Total	
	FUC	Exec Office	Exec Other	State VP-VP	State VP- Other	MD Leads - MGR	FUC Other	Total
Collection Point Total.....	2	3	3	4	10	2	50	76
Subject of Complaint								
200/776/940 Content.....	3	0	0	0	0	0	1	1
Access.....	0	0	0	0	0	2	0	2
Advertising-OTW.....	0	0	0	2	0	0	0	2
Business.....	0	0	0	0	1	0	0	1
Call Handling.....	0	0	0	0	0	0	1	1
Caller ID.....	0	0	0	0	0	0	1	1
Company Policy.....	0	1	0	0	0	0	1	2
Dead Order.....	1	1	1	0	0	0	1	4
Delivery Location.....	1	1	1	0	1	0	17	20
Dispute.....	0	0	0	0	0	0	2	2
Products.....	0	0	0	0	0	0	1	1
Refuse and Wastefills.....	0	0	0	0	0	0	1	1
Regrets.....	1	0	0	0	0	0	0	1
Treatment.....	1	0	1	0	0	0	11	13
Unsubstantiated FIC.....	0	0	0	0	0	0	0	0
Changes.....	0	0	0	0	0	0	1	1

Number of Various Complaints by Collection Point
South Dakota
SEPTEMBER 1995 - Page 16

	Collection Point					Total
	PUC	PUC Other	State App- Other	PUC Other		
Collection Point Total.....	2	4	15	20		43
Subject of Complaint						
Advertising-UM.....	0	0	1	0		1
Billing.....	0	0	1	0		1
Cell Phone.....	0	0	2	0		2
Field Complaint.....	0	3	3	21		17
Installation.....	0	1	0	1		4
Miscellaneous.....	0	0	1	0		1
Repair Service.....	0	0	0	1		1
Products.....	0	0	0	1		1
Referrals and Tariffs.....	0	0	0	2		2
Repair.....	0	0	0	4		4
Treatment.....	0	0	1	3		4
Unauthorized PUC Change.....	2	0	0	0		2

274

	Collection Point						Total	
	PCC	Spec Offrs	Spec Other	Spec VP-VP	Spec Up- Other	Commo- Inland		
Collection Point								
Total.....	3	4	1	1	7	15	1	52
Object of Complaint.....								
Billed.....	0	2	1	0	1	2	0	6
Surfed Inland.....	0	0	0	0	1	0	0	1
Call Handling.....	0	0	0	0	0	0	0	0
Construction.....	0	0	0	0	0	0	0	0
Damage Claims.....	0	0	0	0	0	0	0	0
Hold Order.....	0	0	1	0	0	0	1	2
Mislead Commitment.....	0	0	0	0	0	22	0	22
Mislead Commitment.....	0	0	0	0	0	0	0	0
Rates and Tariffs.....	0	1	0	0	0	0	0	1
Rebate.....	0	0	0	0	0	0	0	0
Rescind.....	0	0	0	0	2	2	0	4
Unauthorized PCC.....	0	0	0	0	1	0	0	1
Change.....	2	0	0	0	0	1	0	3
800 Billing/Content.....	1	0	0	0	0	0	0	1

Number of Various Complaints by Collection Point
South Dakota
NOVEMBER 1995 - Page 14

	Collection Point			Total
	PCC	PWC Other	Unclas- sified	
Collection Point	3	25	1	29
Total.....	3	25	1	29
Subject of Complaint:				
Anonymous Calls.....	0	1	0	1
Billing.....	1	1	0	2
Call Transfer.....	0	1	0	1
Card Order.....	0	12	0	12
Disconnection.....	0	1	0	1
Maliciousness.....	0	1	0	1
Repair.....	0	1	1	2
Treatment.....	0	5	0	5
Unauthorized PCC	2	0	0	2
Change.....	2	0	0	2

Number of Various Complaints By Collection Point
 South Dakota
 December 1995 - Page 14

	Collection Point		Total
	FVC	Other	
Collection Point	1	20	21
Total.....	1	20	21
Subject of Complaint			
Abuse.....	0	2	2
Child Molester.....	0	2	2
Child Neglect.....	0	13	13
Child Order.....	0	2	2
Inebriation.....	0	2	2
Mates and Trifles.....	0	2	2
Neglect.....	0	2	2
Treatment.....	0	2	2
Uncharacterized FVC	1	0	1
Change.....			

Number of Various Complaints by Collection Point
 South Shore
 January 1996 - Page 14

	Collection Point		Total
	PVC	PVC Other	
Collection Point			
Total.....	2	10	12
Subject of Complaint			
Billing.....	2	9	2
Call Handling.....	0	1	1
Deposit Policy.....	0	1	1
Field Order.....	0	3	3
Installation.....	0	1	1
Return and Refills.....	0	2	2
Repair.....	0	1	1
Unauthorized P/C			
Change.....	0	1	1
Number of			
Complainers.....	2	10	12

Number of Various Complaints by Collection Point
 Fort Belknap
 February 1978 - Page 14

	Collection Point			Total
	Base Other	RCC Other	Corresp ondence	
Collection Point	3	19	1	23
Total.....				
Subject of Complaint				
500/576/160 Content	0	1	0	1
Advertising-UMN...	0	1	0	1
Billing.....	0	4	0	4
Call Handling.....	0	2	0	2
Complaint Policy.....	0	1	0	1
Field Order.....	0	3	1	4
Installation.....	1	0	0	1
Miscellaneous.....	1	0	0	1
Notes and Tariffs.....	1	2	0	3
Repair.....	0	1	0	1
Unauthorities MCC	0	4	0	4
Change.....	0	1	0	1
Number of	3	19	1	23
Complainers.....				

Number of Various Complaints by Collection Point
South Dakota
March 1996 - Page 14

	Collection Point					Total
	RVC	Rec Ofc	State VF- Other	PUC other	Concess ondance	
Collection Point						
Total.....	1	3	4	23	1	32
Subject of Complaint						
Billing.....	0	1	0	2	1	4
Deposit Policy.....	0	0	0	1	0	1
Other.....	0	1	1	2	0	4
Map and Pacific.....	0	0	0	2	0	2
Repair.....	0	0	1	4	0	5
Treatment.....	0	0	1	6	0	7
Unauthorized REC						
Change.....	1	0	0	0	0	1
Service Other Street	0	1	0	0	0	1
Number of						
Complainers.....	1	3	4	23	1	32

Number of Various Complaints by Collection Point
South Dakota
April 1996 - Page 14

Collection Point	Collection Point					Total
	PUC	Exec Officer	State VP-VP	State VP- Other	PUC Other	Current Complaints
Collection Point Total.....	14	2	3	14	2	1
Subject of Complaint						
Access.....	0	0	1	1	0	2
Advertising-USA.....	2	0	0	0	0	2
Billings.....	0	1	1	1	0	3
Wired Drop.....	0	1	1	1	0	3
Call Handling.....	0	2	1	1	0	4
Cash.....	0	0	0	1	0	1
Company Policy.....	0	0	0	1	0	1
Courtesy.....	1	0	0	1	0	2
Customer Policy.....	1	0	0	1	0	2
Mail Order.....	1	0	0	1	0	2
Installation.....	1	0	0	1	0	2
Miscellaneous.....	0	0	0	1	0	1
Rate Case Activity.....	0	0	0	1	0	1
Rates and Tariffs.....	3	0	0	0	0	3
Treatment.....	3	0	0	0	0	3
Unauthorized PIC.....	1	0	0	0	0	1
Change.....	1	0	0	0	0	1
Payment Processing.....	1	0	0	0	0	1
Number of Complaints.....	12	2	3	15	2	34

Number of Various Complaints by Collection Point
South Dakota
May 1981 - Page 14

	Collection Point					Total	
	PWC	Spec OC/ra	Spec Other	State VP-VP	State Other		Corresp Incidence
Collection Point Total.....	25	1	1	1	10	1	41
Subject of Complaint							
Access.....	4	0	0	0	0	0	1
Billing.....	3	0	0	0	1	1	5
Buried Drop.....	0	0	0	0	1	0	1
Call Handling.....	1	1	0	0	0	0	2
Construction.....	1	0	0	0	0	0	1
Courtesy.....	1	0	0	0	0	0	1
Design Claims.....	1	0	0	0	0	0	1
Hold Order.....	3	1	0	0	0	0	4
Installation.....	0	0	0	1	1	0	2
Listings.....	0	0	0	0	3	0	3
Mailings.....	0	0	0	0	1	0	1
Missed Complaint.....	3	0	0	0	0	0	3
Products.....	1	0	0	0	0	0	1
Refuse and Tariffs.....	1	0	0	0	0	0	1
Repair.....	2	0	0	0	1	0	3
Treatment.....	4	0	0	0	1	0	5
Unattended PIC.....	3	0	0	0	0	0	3
Change.....	0	0	0	0	0	0	0
Supervisor Never Called Back.....	1	0	0	0	0	0	1
Non-complaint.....	0	0	0	0	0	0	0
Number of Complaints.....	23	3	1	1	10	1	39

281

Number of Various Complaints by Collection Point
 June 1994 - Page 14

	Collection Point						Total	
	PUC	Base Other	Base Other	State VP-VP	State VP-VP Other	MD Linda - Other	Quat. Adv	Total
Collection Point Total.....	33	3	3	3	10	1	1	31
Subject of Complaint								
Advertising.....	0	0	0	0	1	0	0	1
Billing.....	3	0	0	0	1	0	0	4
Buried Drop.....	0	0	1	0	0	0	0	1
Call Handling.....	1	0	0	0	1	0	0	2
Company Policy.....	1	0	0	0	0	0	0	1
Construction.....	0	0	0	0	0	0	0	0
Customer Service.....	0	0	0	0	0	0	0	0
Domestic Police.....	0	0	0	0	0	0	0	0
Field Order.....	0	0	0	0	0	0	0	0
Installation.....	0	0	0	0	0	0	0	0
Missed Connections.....	1	0	0	0	0	0	0	1
Network Switching.....	1	0	0	0	0	0	0	1
Problems.....	1	0	0	0	0	0	0	1
Transfer.....	1	0	0	0	0	0	0	1
Troubleshoot.....	4	1	0	0	0	0	0	5
Unauthorized PSC.....	0	0	0	0	0	0	0	0
Change.....	1	0	0	0	0	0	0	1
Payment Processing.....	1	0	0	0	0	0	0	1
System Server.....	0	0	0	0	0	0	0	0
Other Tech.....	0	0	0	0	0	0	0	0
Number of Complainers.....	33	3	3	3	9	1	1	50

283

Number of Various Complaints by Collection Point
 South Dakota
 August 1996 - Page 14

	PUC	Exec Dlcs	State Veh. Other	Contr for Dist Sec	Comap endence	Total
Collection Point Total	14	3	13	6	3	41
Subject of Complaint						
Anonymous Calls	0	0	0	0	1	1
Billing	2	0	0	0	0	2
Blocked Drops	0	0	1	0	0	1
Call Handling	0	0	0	0	0	0
CPE	0	0	0	0	1	1
Deposit Policy	0	1	1	0	0	2
Directory Delivery	0	0	0	1	0	1
Field Order	6	1	1	2	0	9
Installation	1	0	3	1	0	5
Litigation	0	0	0	0	1	1
Material Commitment	1	0	1	0	0	2
Order and Traffic	1	0	0	0	0	1
Paper	2	0	2	1	0	5
Treatment	1	1	0	0	0	2
Service Order Error	1	0	3	0	0	4
Number of Complaints	14	3	12	6	3	40

284

Number of Various Complaints by Collection Point
South Dakota

September 1995 - Page 14

	PUC	Exec Offs	Exec Other	State Vp-UP	State Vp-UP Other	PUC Other	Consu- merence	Total
Collection Point Total	38	4	2	8	7	2		63
Subject of Complaint								
Accounting	2	1	0	0	0	0	0	3
Banked Drop	1	0	0	0	0	0	0	1
Call Handling	2	0	0	0	0	0	0	2
Deposit Policy	0	0	0	0	0	0	0	0
Field Order	8	3	0	0	0	0	0	11
Installation	0	0	0	0	0	0	0	0
Leasing	1	0	0	0	0	0	0	1
Miscellaneous	2	0	0	0	0	0	0	2
Products	1	0	0	0	0	0	0	1
Prices and Tariffs	1	0	0	0	0	0	0	1
Regulatory	6	0	0	0	0	0	0	6
Treatment	8	0	0	0	0	0	0	8
Unauthorized PUC Change	2	0	0	0	0	0	0	2
Service Order Error	2	0	0	0	0	0	0	2
Carrier Vouchers	2	0	0	0	0	0	0	2
Number of Complaints	38	4	2	8	7	2		63

285

Number of Various Complaints by Collection Point
 South Dakota
 November 1998 - Page 14

Collection Point Total	PLC	Exec Offs	State VP/VP	Cost Adv	PLC Other	Total
Surveys of Complaint	6	1	5	1	2	15
Waiting	1	0	0	0	0	1
Call Handling	2	0	1	0	0	3
Company Policy	0	0	0	1	0	1
Field Office	1	1	0	0	0	2
Letters	1	0	0	0	0	1
Adverse News	0	0	0	0	2	2
Treatment	1	0	3	0	0	4
Service Order Error	0	0	1	0	0	1
Number of Complaints	5	1	5	1	2	14

287

Number of Verbose Complaints by Collection Point

South Dakota

December 1998 - Page 14

Collection Point Total	FCC	FUC	Exec Offs	State VP-Asst	FUC		Total
					Other	Other	
Subject of Complaint	1	28	1	3	5	5	38
Billings	0	3	0	0	0	1	4
Call Handling	0	3	0	0	0	1	4
Deposit Policy	0	1	0	0	0	0	1
Field Order	0	6	1	0	0	0	7
Miscellaneous	0	2	0	1	1	1	5
Repair	0	3	0	0	0	0	3
Threats	0	5	0	0	0	0	5
Unauthorized PC Change	1	0	0	0	0	0	1
Payment Processing	0	1	0	0	0	0	1
Service Order Error	0	0	0	0	0	0	0
Number of Complaints	1	28	1	3	5	5	38

288

Number of Various Complaints by Collection Point
South Dakota
January 1997 - Page 14

	FCC	FUC	State VPLP	Cost. Adv.	FUC Other	Cost/ for Cost Service	Other	Total
Collection Point Total	1	12	6	2	1	1	1	24
Subject of Complaint	0	0	0	0	1	0	0	1
Unreasonable Call	0	0	0	0	0	0	0	0
Billing	0	0	1	0	0	0	0	1
Company Policy	0	2	0	0	0	0	0	2
Hold Order	0	1	1	1	0	1	0	3
Misinformation	0	2	3	1	0	0	0	6
Regulatory	0	0	0	0	0	0	0	0
Treatment	0	4	1	0	0	0	0	5
Unauthorized PIC Change	1	0	0	0	0	0	0	1
Service Order Error	0	1	0	1	0	0	0	2
Number of Complaints	1	13	6	2	1	1	1	23

289

The National Regulatory Research Institute



1080 Carmack Road
Columbus, Ohio 43210-1002
Phone: 614-292-9404
FAX: 614-292-7196

To: Jim Burg ✓
Pam Nelson
Laska Schoenfelder

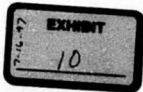
From: Ray Lawton *[Signature]*

Date: June 25, 1997

Subject: Quality-of-Service Data For South Dakota

Per your request, two items are submitted for your use. The first is a memo from Mike Clements that should be helpful in your assessment of the trend line for service quality in South Dakota. Mike's memo uses federal ARMIS data. The data cover six ARMIS service quality variables. The big picture is that South Dakota has declined on four of the six measures.

The second item was filed in the Ohio Public Utility Commission's price cap proceeding. The part most useful to you may be Chapter Four, which lays out the linked logic of service quality and price caps and why you should have a reasonable expectation that service quality should either remain the same or improve under price caps.



290

The National Regulatory Research Institute



1080 Carmack Road
Columbus, Ohio 43210-1002
Phone: 614/292-9404
FAX: 614/292-7196

TO: Commissioner Burg and Commissioner Schoenfelder
FROM: Michael Clements
DATE: June 25, 1997
SUBJECT: South Dakota's Price Cap Policy and Service Quality

As South Dakota reviews its price cap policy, two pieces of service quality information may be of interest to you. First, the Federal Communications Commission (FCC) has been collecting service quality information directly from the Regional Bell Holding Companies and other local exchange companies. While this information is quite limited and may not measure quality perfectly (e.g., it excludes billing complaints), it is the only national service quality data publicly available. The attached figures and tables were compiled from the FCC data. Second, the NRRI recently completed a quality-of-service study of Ohio consumers (Attached). This survey provides an in-depth examination of Ohio consumers' preferences and experiences. As such, the survey identifies the specific service quality attributes that residential and business consumers consider important.

With the telecommunications industry moving away from traditional, rate-based rate-of-return regulation, a number of regulatory commissions and the National Association of Regulatory Utility Commissioners have been focusing on telecommunications service quality. Several state commissions served by Nynex, Ameritech, and US West have been concerned over recent declines in service quality. This concern is well founded. From 1991 to 1995, five of six service quality measures at the national level declined. While not consistent across all states, this aggregate decline justifies a close examination of service quality.

The following discussion identifies several significant points.

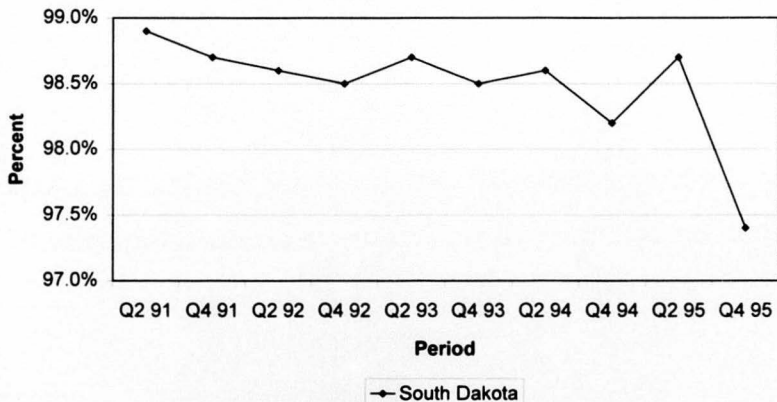
- **South Dakota's telecommunications service quality generally declined during the 1991 to 1995 timeframe.** Of the six service quality measures, four illustrate a decline. Lower service quality occurred in total customer commitments met, total repeat trouble reports (i.e., trouble reports remaining or reappearing after 30 days), switched downtime, and total customer complaints (figures 3, 9, 11, and 14, respectively). Improved service quality occurred in total trouble reports and trunk blockage (figures 8 and 10, respectively). Similar trends were apparent in the state's ranking among 48 other states (Table 1). As the intervening figures show, no significant difference appears between residential and business consumer quality levels.

291

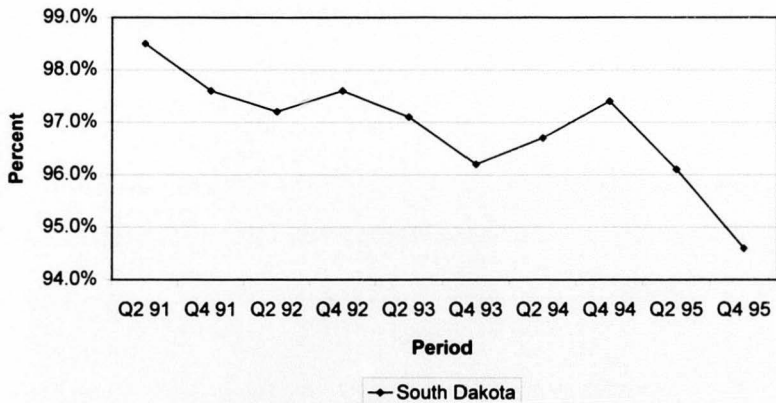
- **Recently issued 1996 service quality results exhibit a similar trend.** In 1996, the FCC adopted a yearly, versus quarterly, service quality filing. Thus, the 1996 results are not strictly comparable to the 1991 to 1995 data. However, calculating average quarterly values from the annual data permits some rough comparisons. Compared with the 1991 second quarter, the 1996 results show lower service quality levels in total customer commitments met, total repeat trouble reports, switched downtime, and total customer complaints. Improvements are apparent in total trouble reports and trunk blockage.
- **South Dakota's service quality results closely track US West's aggregate results.** Figures 15 to 28 illustrate South Dakota's and US West's service quality records on the previous measures. As the figures illustrate, the South Dakota and US West results move in tandem. These results are consistent with other studies that identify the holding company as a significant factor influencing state-level activity. That is, the holding company's corporate strategy appears to influence state-level results.
- **Compared to Ohio, South Dakota has a generally lower service quality level.** Recently, the NRRI published an in-depth report identifying the telecommunications service quality preference and experiences of Ohio residential and business consumers. Even though Ohio generally has higher net service quality levels (Table 2), the NRRI survey indicates that a significant number of consumers of Ohio local exchange companies still have significant service quality problems. This suggests that a similar survey done in South Dakota could show that even large proportions of South Dakota consumers would also be concerned about the quality of the telecommunications services that they receive.

As state commissions increasingly adopt alternative regulatory policies, service quality remains an important consideration. Technology, legislation, and commission action are fostering competition. This newly emerging competition should improve economic efficiency. However, incipient competition has not resolved the present service quality problems. Results from the preceding six year period indicate a general service quality degradation.

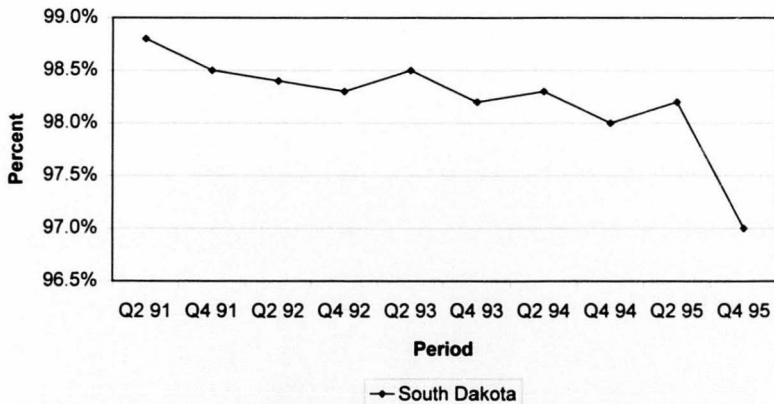
**FIGURE 1: Residential Customer
Commitments Met (FCC ARMIS 43-05)**



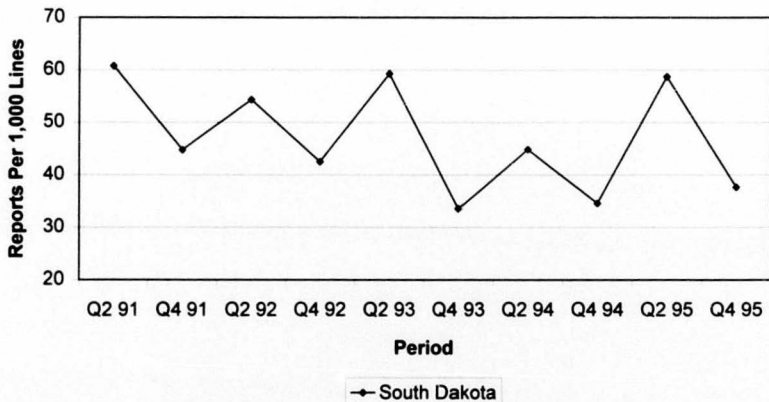
**FIGURE 2: Business Customer
Commitments Met (FCC ARMIS 43-05)**



**FIGURE 3: Total Customer Commitments Met
(FCC ARMIS 43-05)**



**FIGURE 4: Residential Trouble Reports
(FCC ARMIS 43-05)**



**FIGURE 5: Business Trouble Reports
(FCC ARMIS 43-05)**

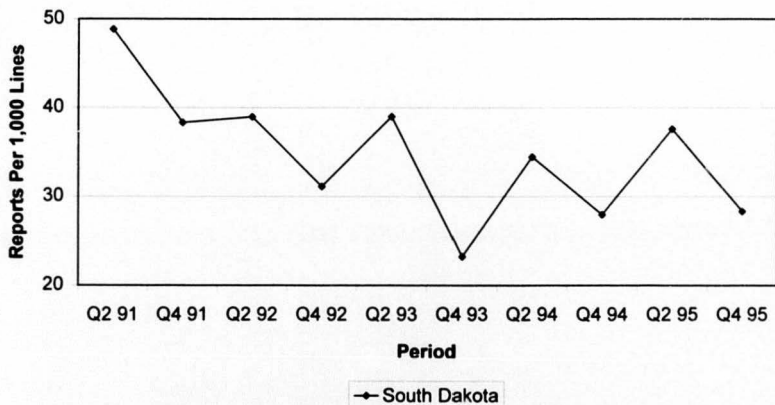
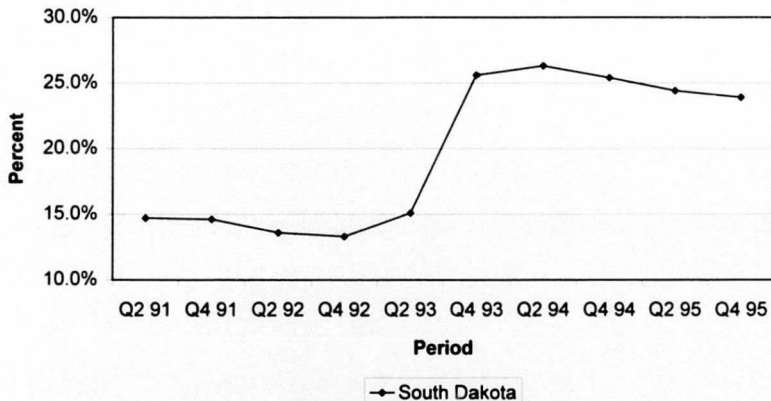
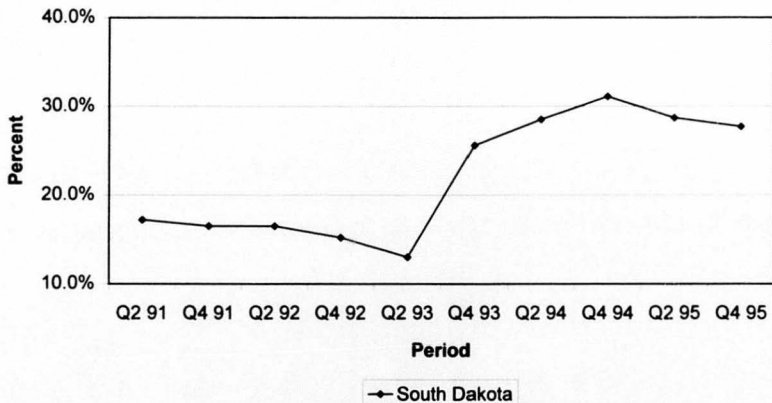


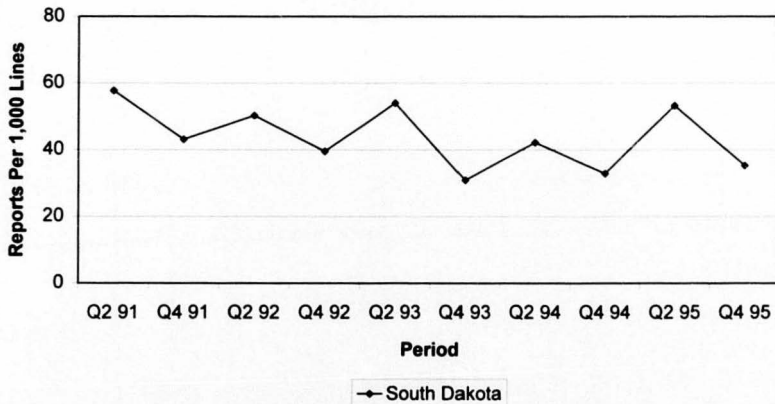
FIGURE 6: Residential Repeat Trouble Reports (FCC ARMIS 43-05)



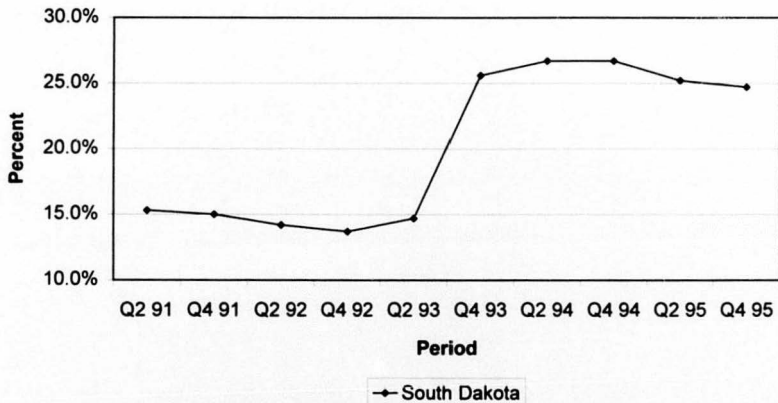
**FIGURE 7: Business Repeat Trouble Reports
(FCC ARMIS 43-05)**



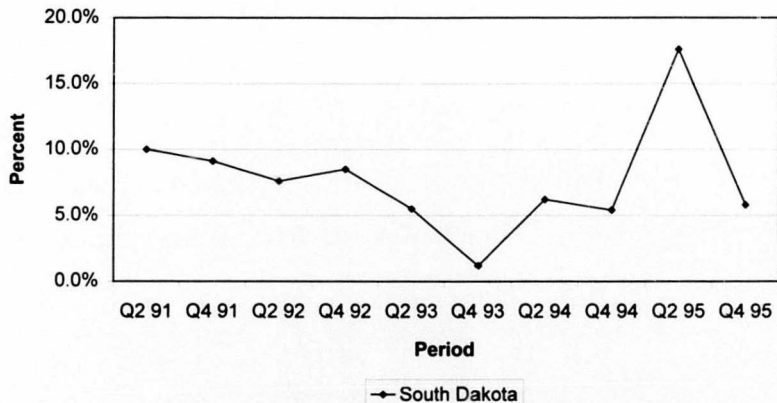
**FIGURE 8: Total Trouble Reports
(FCC ARMIS 43-05)**



**FIGURE 9: Total Repeat Trouble Reports
(FCC ARMIS 43-05)**

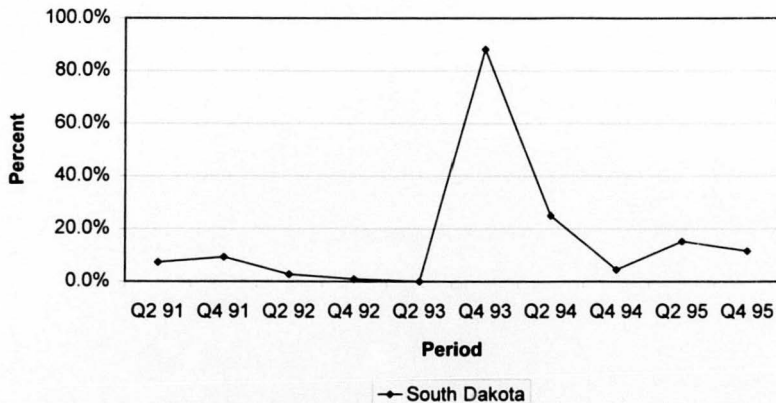


**FIGURE 10: Trunk Blockage - Exceed
Threshold One Month (FCC ARMIS 43-05)**

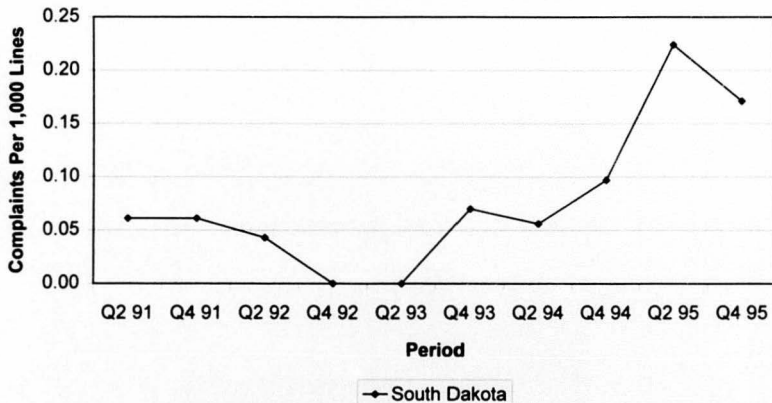


503

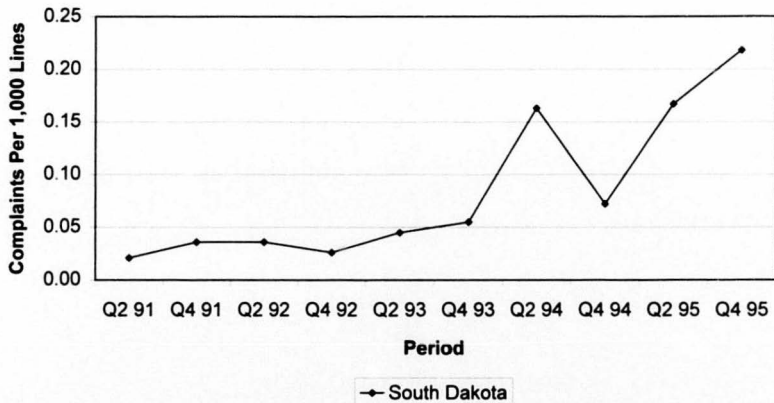
**FIGURE 11: Switched Downtime
(FCC ARMIS 43-05)**



**FIGURE 12: Business Customer Complaints
(FCC ARMIS 43-05)**



**FIGURE 13: Residential Customer Complaints
(FCC ARMIS 43-05)**



**FIGURE 14: Total Customer Complaints
(FCC ARMIS 43-05)**

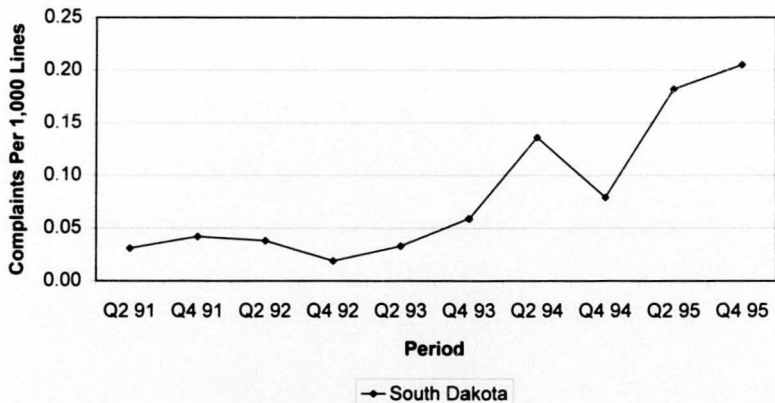


TABLE 1
SOUTH DAKOTA SERVICE QUALITY RANKINGS

Period (Quarter/Year)	Commitments Met	Trouble Reports	Repeat Trouble Reports	Trunk Blockage	Switched Downtime	Complaints
Q2 1991	31	18	32	48	25	28
Q4 1991	30	4	34	48	28	36
Q2 1992	43	8	34	47	7	34
Q4 1992	32	8	27	48	3	21
Q2 1993	33	17	26	42	2	31
Q4 1993	34	3	31	28	48	39
Q2 1994	33	13	34	46	37	43
Q4 1994	31	4	32	45	12	34
Q2 1995	36	25	38	48	35	44
Q4 1995	40	6	29	44	31	39

Scale: 1 Highest, 48 Lowest

Source: FCC ARMIS 43-05

**FIGURE 15: Residential Customer
Commitments Met (FCC ARMIS 43-05)**

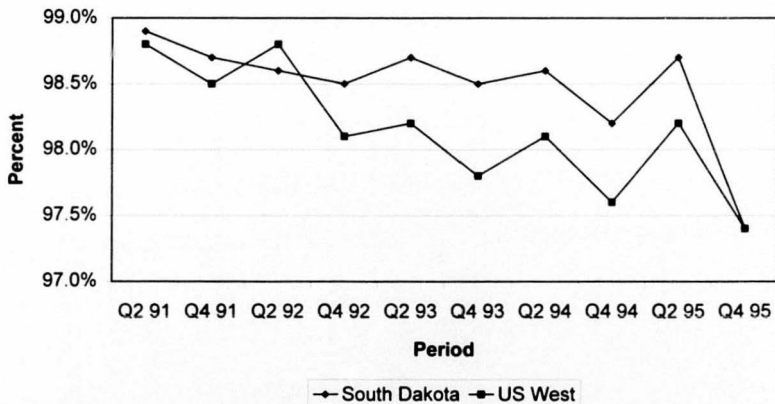


FIGURE 16: Business Customer Commitments Met (FCC ARMIS 43-05)

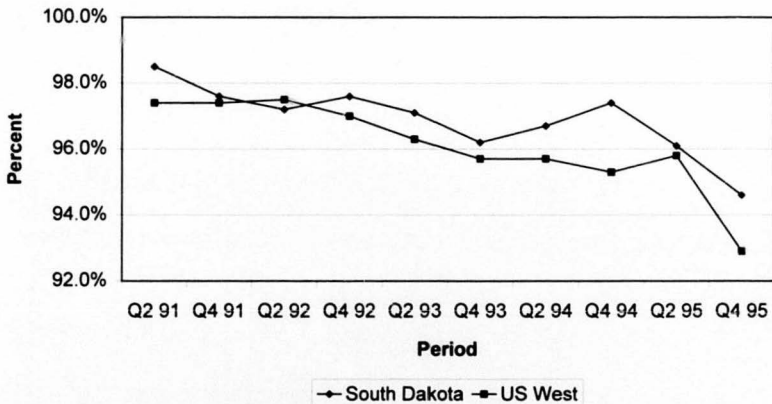
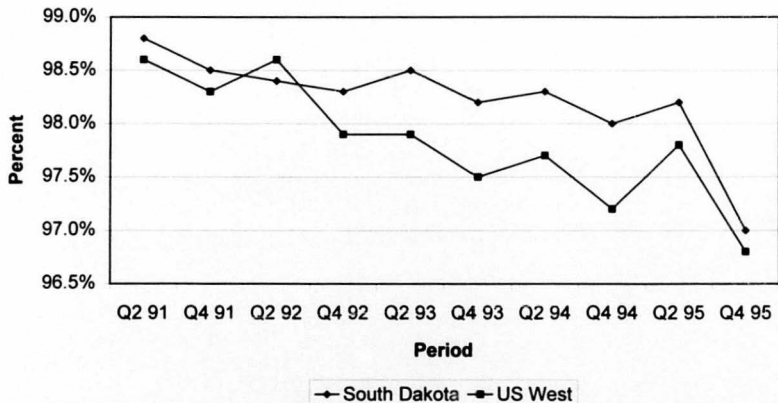
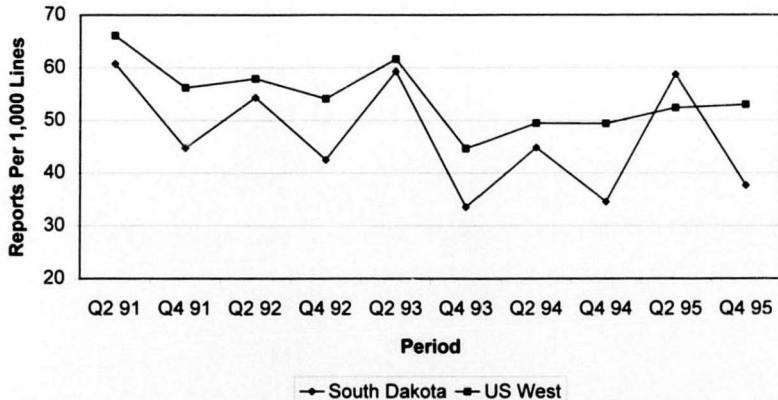


FIGURE 17: Total Customer Commitments
Met (FCC ARMIS 43-05)



**FIGURE 18: Residential Trouble Reports
(FCC ARMIS 43-05)**



**FIGURE 19: Business Trouble Reports
(FCC ARMIS 43-05)**

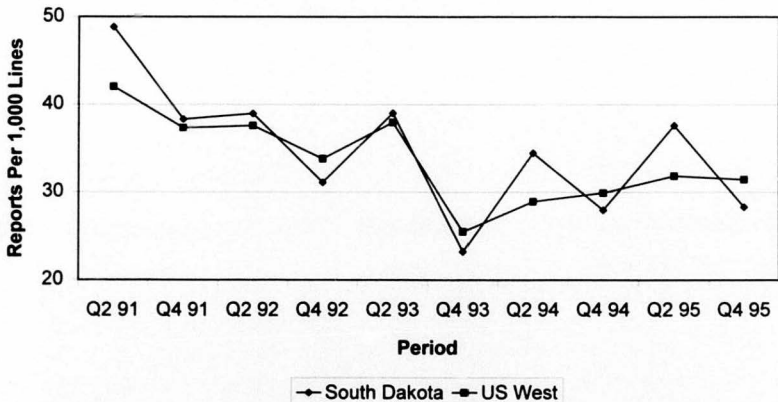


FIGURE 20: Residential Repeat Trouble Reports (FCC ARMIS 43-05)

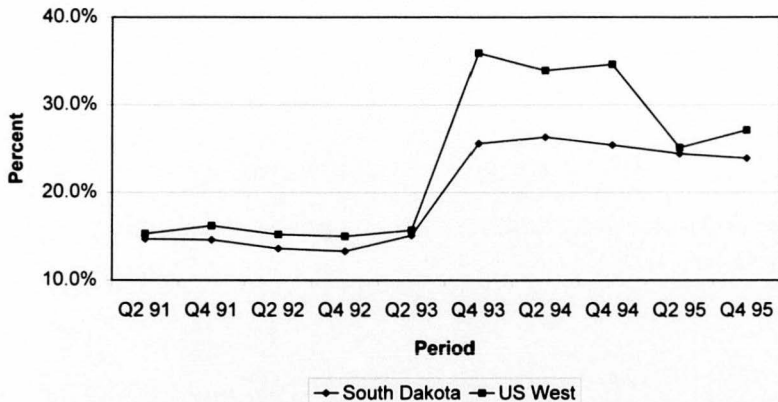
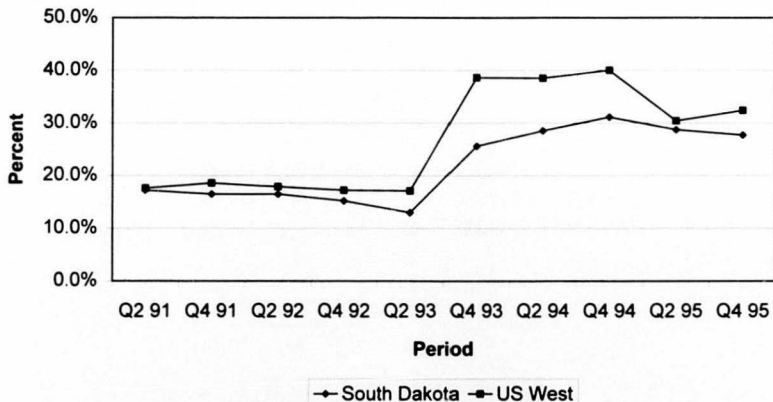
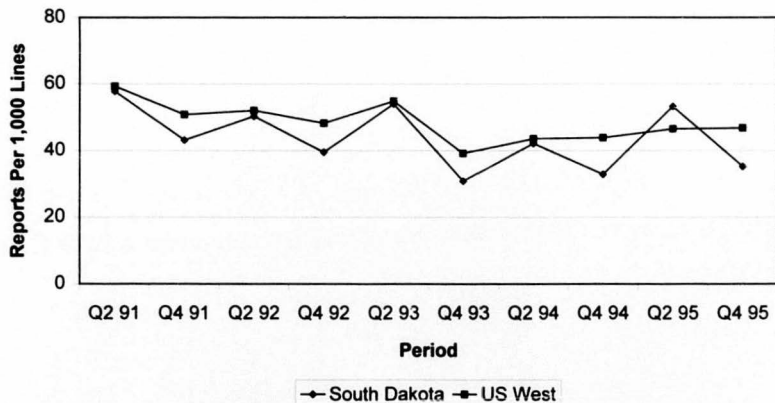


FIGURE 21: Business Repeat Trouble Reports (FCC ARMIS 43-05)



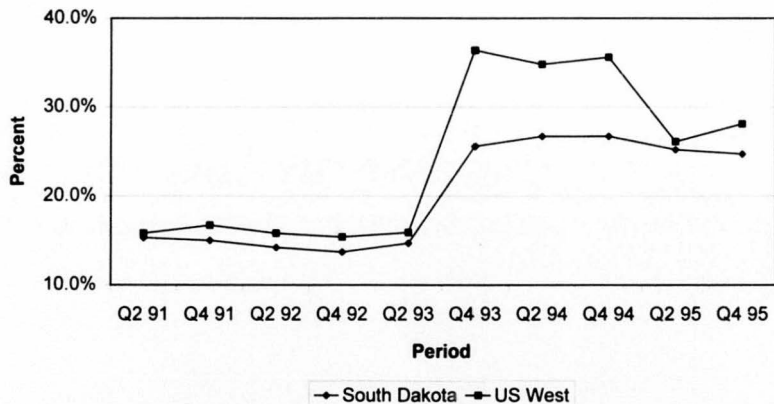
518

**FIGURE 22: Total Trouble Reports
(FCC ARMIS 43-05)**



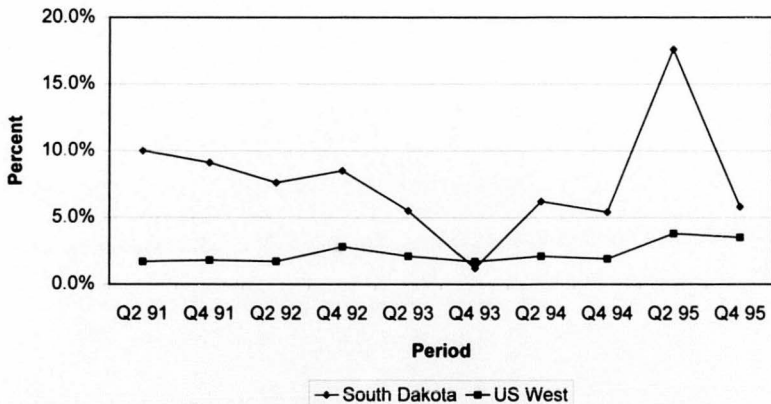
316

**FIGURE 23: Total Repeat Trouble Reports
(FCC ARMIS 43-05)**

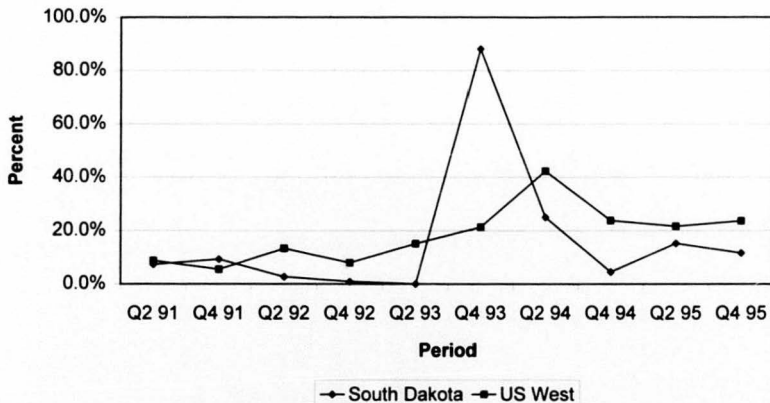


317

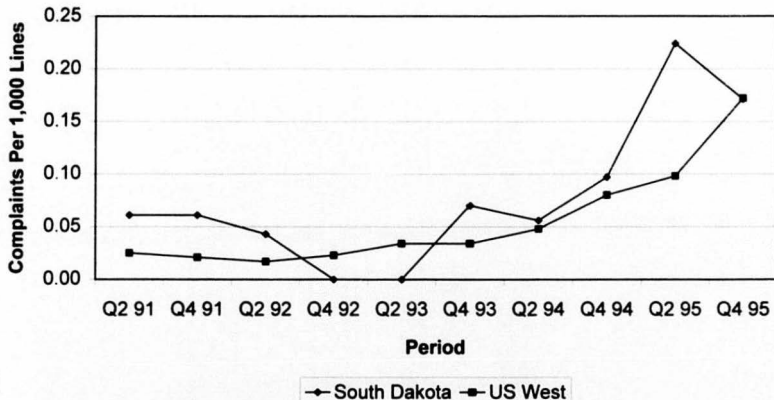
**FIGURE 24: Trunk Blockage - Exceed
Threshold One Month (FCC ARMIS 43-05)**



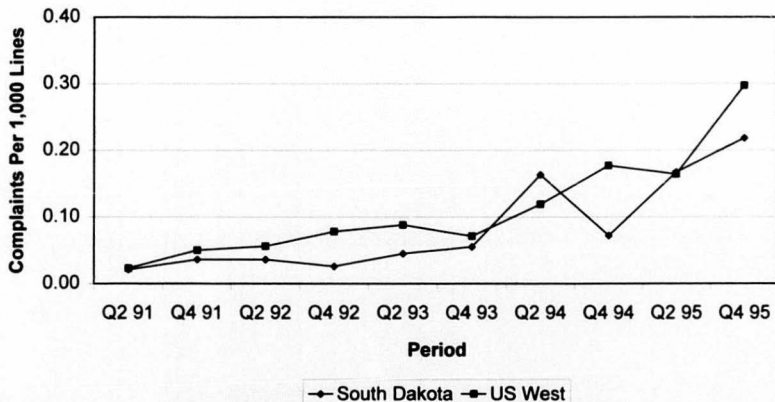
**FIGURE 25: Switched Downtime
(FCC ARMIS 43-05)**



**FIGURE 26: Business Customer Complaints
(FCC ARMIS 43-05)**



**FIGURE 27: Residential Customer Complaints
(FCC ARMIS 43-05)**



**FIGURE 28: Total Customer Complaints
(FCC ARMIS 43-05)**

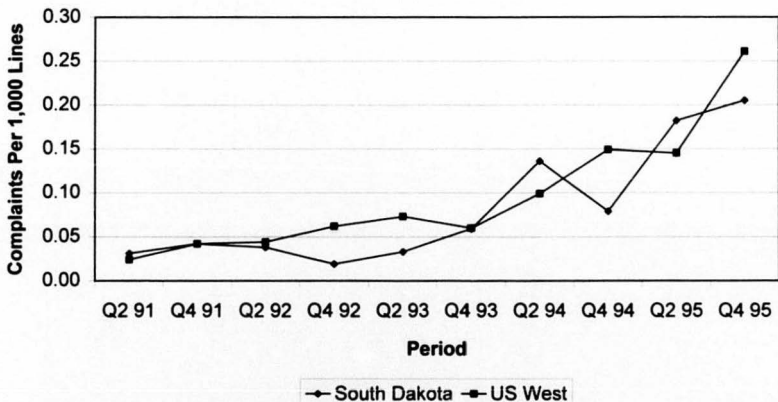


TABLE 2

SOUTH DAKOTA, OHIO, AND US WEST AVERAGE
SERVICE QUALITY PERFORMANCE
(Q2 1991 to Q4 1995)

Service Quality Measure	South Dakota	Ohio	Aggregate US West
Total Customer Commitments Met	98.2%	99.3%	97.8%
Total Trouble Reports	43.9	60.2	48.5
Total Repeat Trouble Reports	20.2%	19.7%	24.1%
Trunk Blockage	7.7%	5.2%	2.3%
Switched Downtime	16.5%	15.3%	18.3%
Total Customer Complaints	0.08	0.01	0.10

Source: FCC ARMIS 43-05.

Method of Procedure for turning up the small SONET ring:

Final turn up and testing is set for Jan 14, 1997

Have a ABNORMAL CONDITION RPT issued

Sioux Falls is control, SYNC source, X.25 source

GP 1 transmits SFLS to YNTN to MTCH to HURN to DSMT to ARLN to MDSN to CLMN to BLTC

GP 2 Transmits SFLS to BLTC to CLMN to MDSN to ARLN to DSMT to HURN to MTCH to YNTN

Each SYNC unit receives its SYNC from GP 1 only.

Establish talk CKT on Fargo Meet-me-line (701-277-8216).

Technical Assistance is 1-800-759 7243 (1-800-sky-page) PIN 202 2543

Verify all locations are on talk ckt

Verify all working systems are working and stable

Turn down Protect side of 135 system from Huron to Arlington

Verify alarms are received by NMA

Establish GP 1 continuity between Huron and Arlington via Desmet rptr verify with test signal

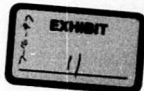
Take power readings as required

Establish GP 2 continuity between Arlington and Huron via Desmet rptr verify with test signal

Take Power readings as required

Verify overhead bits and x.25 work from NMA

Verify all PM reports on all nodes are OK all -0-



323 P41

Verify all xconns are in correctly at all NODES.

Verify all NODES for correct operation

Establish test T3 Signal Sioux Falls to HURN.

Check each Sonet NODE for proper operation

- Open fiber between Sioux Falls and Yankton
- Continuity of test signal is maintained
- Verify alarms received in NMA for proper operation
- Verify local alarms if so alarmed
- Reestablish fiber continuity test signal is maintained
- Continuity of test signal is maintained

- Open fiber between Yankton and Mitchell
- Continuity of test signal is maintained
- Verify alarms received in NMA for proper operation
- Verify local alarms if so alarmed
- Reestablish fiber continuity test signal is maintained
- Continuity of test signal is maintained

- Open fiber between Mitchell and Huron
- Continuity of test signal is maintained
- Verify alarms received in NMA for proper operation
- Verify local alarms if so alarmed
- Reestablish fiber continuity test signal is maintained
- Continuity of test signal is maintained

Continue until all Nodes have been tested and work in protected NODE state, alarms are working etc.

Verify no alarms are standing in

Verify continuity of T3 time slots

Check each NODE's internal PM's for correct operation all -0-

Run T3 tests for Huron

Establish SYNC at required clocks

Cut Huron T3's to new system (3each T3's)

334 PG 2

Verify

Disable alarms in HURN, IROQUIS, DESMET and ARLINGTON 135 system

Verify alarms are OK on remaining systems.

Cut T3's at Arlington, Madison, Mitchell, Coleman and Yankton as time permits

Close out ABNORMAL CONDITION RPT

CO TECHS involved

Arlington Curt

Desmet Jan

Huron Craig

Madison Dick

Mitchell Mick

Sioux Falls Gene H

Yankton Frank

NMA Steve and Ed

Method of Procedure for turning up the large SONET ring:

Final turnup and testing is set for Jan 21, 1997.

Sioux Falls is control, SYNC source, X.25 source

GP 1 transmits SFLS to MTCH, TO CHBL, TO VIV JCT, TO PIRR, TO BWDL, TO ABRD, TO RDFD, TO WTTW, TO SXFL

GP 2 Transmits SFLS to WTTW, TO RDFD, TO ABRD, TO BWDL, TO PIRR, TO VIV JCT, TO CHBL, TO MTCH

Each SYNC unit receives its SYNC from GP 1 only.

options for sync TMG=ext 1544
 RVRTV= Y (yes)
 TMGOUT=GP1

Options for ADM are PSWREV= N (no)
 PPSDF=GP1 (DEFAULT)

Technical Assistance is 1-800-759 7243 (1-800-sky-page) PIN 202 2543

Establish GP 1 continuity between ABERDEEN TO RDFD, TO WTTW, TO SIOUX FALLS VIA SEVERAL MIDPOINTS, verify with test signals from Sioux Falls.

Take power readings as required

Establish GP 2 continuity between ABERDEEN TO RDFD, TO WTTW, TO SIOUX FALLS VIA SEVERAL MIDPOINTS, verify with test signals from Sioux Falls.

Take Power readings as required

Verify overhead bits and x.25 work from NMA

All locations remove fuses for gp 2 transmit and receive.
test signal stable

All locations replace fuses for gp 2 transmit and receive.
test signal stable

Allow alarms to clear

All locations remove fuses for gp 1 transmit and receive
test signal stable

All locations replace fuses gp 1 transmit and receive
test signal stable

Allow alarms to clear

Reset all PM's in NODES—place on 15 min interval

Verify all xconns are in correctly at all NODES.

Verify all NODES for correct operation

Establish test T3 Signal Sioux Falls to Aberdeen
 Sioux Falls to Watertown.

Check each Sonet NODE for proper operation

- Open fiber between Sioux Falls and Mitchell
- Continuity of test signal is maintained
- Verify alarms received in NMA for proper operation
- Verify local alarms if so alarmed
- Reestablish fiber continuity test signal is maintained
- Continuity of test signal is maintained

- Open fiber between Mitchell and Chamberlain
- Continuity of test signal is maintained
- Verify alarms received in NMA for proper operation
- Verify local alarms if so alarmed
- Reestablish fiber continuity test signal is maintained
- Continuity of test signal is maintained

- Open fiber between Chamberlain and Vivian Jct
- Continuity of test signal is maintained
- Verify alarms received in NMA for proper operation
- Verify local alarms if so alarmed
- Reestablish fiber continuity test signal is maintained
- Continuity of test signal is maintained

Continue until all Nodes have been tested and work in protected NODE state,
alarms are working etc.

Verify no alarms are standing in

Verify continuity of T3 time slots

Check each NODE's internal PM's for correct operation all -0-.

327

265

Run T3 tests for Aberdeen and Watertown

Establish test T3 Signal Sioux Falls to Aberdeen
 Sioux Falls to Watertown
 Aberdeen to Watertown

Establish SYNC at required clocks

See attached SCID for ckts to be cut to new system

Cut Aberdeen and Watertown T3 to Sioux Falls.
Cut Aberdeen to Watertown T3's

Verify all are good paths

Disable alarms on 560 system at various locations

Verify alarms are OK on remaining systems.

Cut T3's at Pierre, Vivian Jct, Chamberlain, Mitchell, as time permits

Close out ABNORMAL CONDITION RPT

CO TECHS involved

Sioux Falls Gene H

Mitchell Mick/Dick

Chamberlain Keith

Vivian Jct Nail/Keith

Pierre Nail/Keith

Aberdeen Kent/Dale

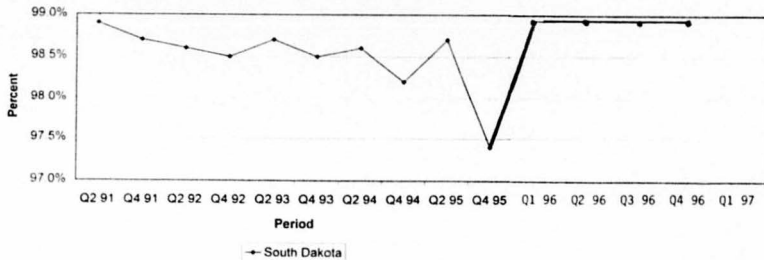
Redfield Kent/Dale

Watertown Gil/Larry

Arlington Curt

NMA Steve and Ed

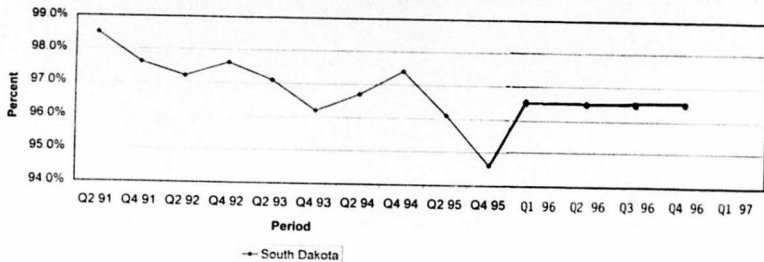
**FIGURE 1: Residential Customer
Commitments Met (FCC ARMIS 43-05)**



329

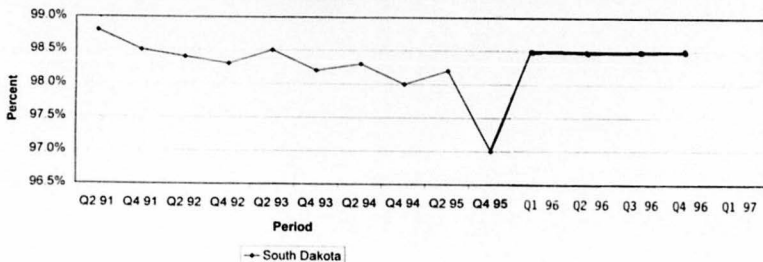


**FIGURE 2: Business Customer
Commitments Met (FCC ARMIS 43-05)**



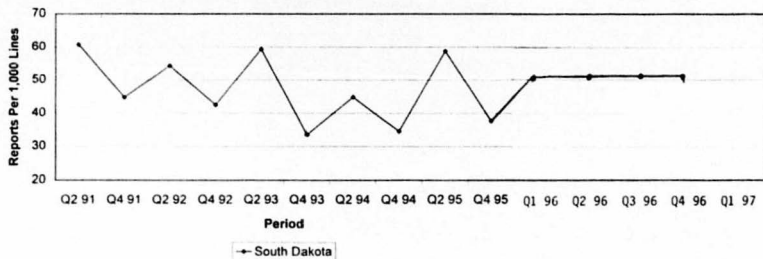
330

**FIGURE 3: Total Customer Commitments Met
(FCC ARMIS 43-05)**



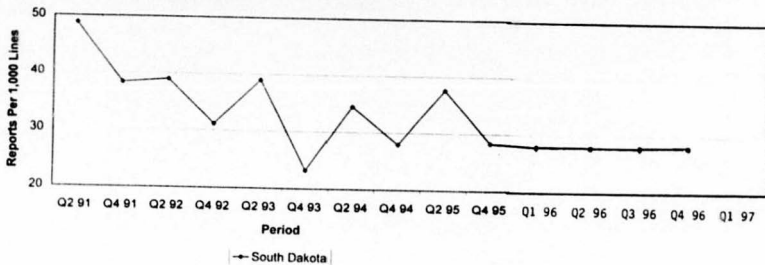
331

**FIGURE 4: Residential Trouble Reports
(FCC ARMIS 43-05)**

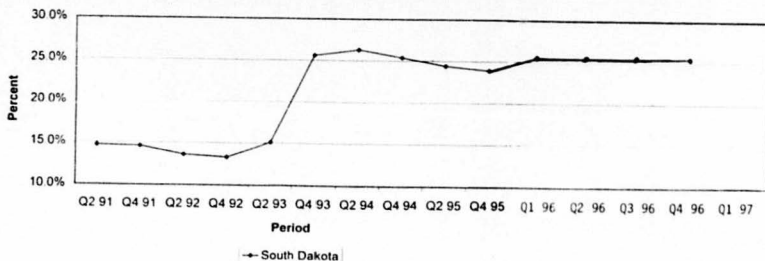


332

**FIGURE 5: Business Trouble Reports
(FCC ARMIS 43-05)**

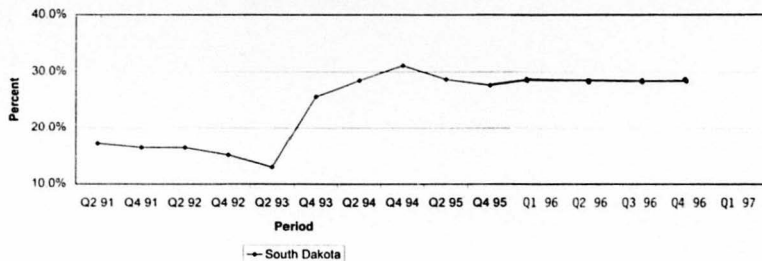


**FIGURE 6: Residential Repeat Trouble
Reports (FCC ARMIS 43-05)**



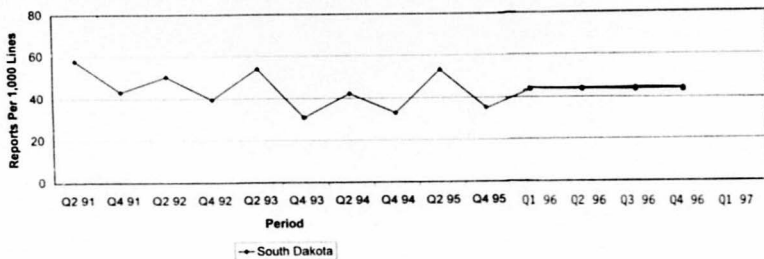
334

**FIGURE 7: Business Repeat Trouble Reports
(FCC ARMIS 43-05)**



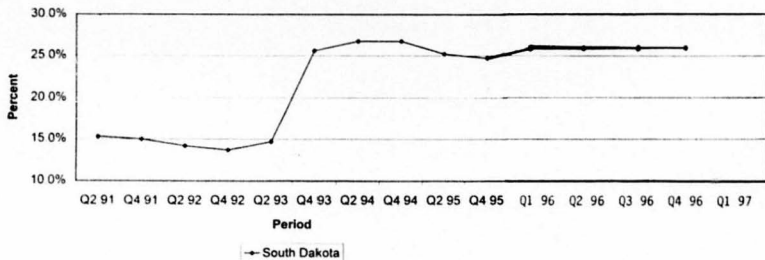
335

**FIGURE 8: Total Trouble Reports
(FCC ARMIS 43-05)**

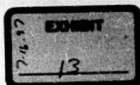


336

**FIGURE 9: Total Repeat Trouble Reports
(FCC ARMIS 43-05)**



337



**SUMMARY OF USWC TELECOMMUNICATIONS SERVICE QUALITY STANDARDS
FROM EXHIBIT RLK-1 SCHEDULES 1 THROUGH 5
AS OF JUNE 1, 1997**

State	Provisioning Of Service	Repair Of Trouble Reports	Rate Of Trouble Reports	Access To Repair Service	Access To Business Office
South Dakota-- Staff proposed standard (TC94- 121)	88% met within 2 business days	80% cleared within 24 hours	will not exceed 1.8 per 100 access lines per month	88% of the calls answered within 20 seconds	88% of the calls answered within 20 seconds
Arizona	no later than 5 working days	85% cleared during any 3- month period within 24 hours	shall not exceed 8 per 100 access lines per wire center averaged over a 3-month period	80% of the calls answered within 20 seconds	80% of the calls answered within 20 seconds
Colorado	shall provide no later than 150 working days	85% for each month, for each wire center, shall be cleared within 24 hours	shall not exceed 8 per 100 access lines per wire center averaged over a 3-month period	85% of the calls answered within 40 seconds	85% of the calls answered within 60 seconds
Idaho	no standard	90% cleared within 24 hours	no standard	no standard	no standard
Iowa	within 2 business days- residential, within 3 business days- business	in central offices > 10,000 terminals: business-80% cleared within 2 hours, residence-80% cleared within 4 hours in central offices < 10,000 terminals: business-80% cleared within 8 hours, residence-80% cleared within 24 hours	shall not exceed 7.5 per 100 access lines per month per exchange	90% of the calls answered within 40 seconds	90% of the calls answered within 40 seconds
Minnesota	install within 2 business days	95% cleared in less than 24 hours	no standard	90% answered within 20 seconds	90% answered within 20 seconds

338

State	Provisioning Of Service	Repair Of Trouble Reports	Rate Of Trouble Reports	Access To Repair Service	Access To Business Office
Montana	75.8% installed within 3 business days	90% cleared within 24 hours, excluding Sunday	does not exceed 6 per 100 local access lines per month per exchange	no standard	no standard
Nebraska	85% installed within 2 days	75% cleared within 24 hours	no greater than 6 per 100 access lines per month, based on a 6 month period	90% answered within 20 seconds	90% answered within 20 seconds
New Mexico	inside base rate area: primary- within 15 days, secondary- within 30 days outside base rate area (< 1000 ft.) primary and secondary- within 30 days outside base rate area (> 1000 ft.) primary and secondary- within 90 days	90% cleared within 24 hours	no greater than 5 per 100 access lines per month based on a 12 month moving average	no standard	no standard
North Dakota	no standard	no standard	no standard	no standard	no standard
Oregon	90% met within 5 business days	95% cleared within 48 hours	rolling 12 month average does not exceed 2 per 100 access lines per wire center	85% answered within 20 seconds	85% answered within 20 seconds
Utah	no standard	clear within 48 hours	no standard	no standard	no standard
Washington	90% met within 5 business days, 99% met within 90 days	cleared within 2 working days, excluding Sundays and holidays	shall not exceed 4 per 100 access lines per month for 2 consecutive months, nor shall they exceed 4 per month for 4 months in any 12 month period	80% answered within 30 seconds	no standard
Wyoming	no standard	no standard	no standard	no standard	no standard

U S WEST, Inc.
1801 California Street, Suite 5100
Denver, Colorado 80202
303 872-2810
Facsimile 303 295-7099

USWEST

William P. Heaston
Senior Attorney

VIA OVER NIGHT DELIVERY

July 24, 1997

RECEIVED
AUG 01 1997
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Mr. William Bullard, Jr.
Executive Director
South Dakota Public Utilities Commission
State of South Dakota
500 East Capitol Avenue
Pierre, South Dakota 57501

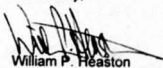
**Re: In the Matter of the Investigation of U S WEST Communications, Inc.,
Service Quality Performance
Docket No. TC97-016**

Dear Mr. Bullard:

In follow-up to the request at the Hearing, enclosed for filing in the above-referenced docket are U S WEST Communications, Inc.'s Exhibits 14 and 15.

Please file stamp an extra copy of this letter, enclosed, and return to me in the enclosed self-addressed stamped envelope. Thank you.

Yours truly,



William P. Heaston

Enclosures
WPH:mob

340

EXHIBIT 14
(TC97-016)

Q: What caused the increase in ARMIS Repeated Reports in 1993?

A: A change was mandated by the FCC order in 1993, relative to ARMIS reporting which required all RBOCs to count subsequent calls as part of the repeated report numbers. A subsequent contact is defined as a customer contact that occurs prior to the trouble ticket being resolved and closed. An example of this would be a customer who called into a USW repair center to verify his/her appointment time. Another example would be to notify USW that the trouble had cleared itself, thus eliminating the need for a dispatch of a technician.

(Respondent: Carol Spry)

Exhibit 15 - TC97-016

1) Where are the generators located in South Dakota? How far away from the nearest generator are the Digital Loop Carrier sites in South Dakota?

A. Generators are located in USWC's "main garages" in South Dakota, where this equipment can be properly housed and maintained. Several generators are usually located in these garages (in all cases, there is more than one generator available) so that if there are concurrent dispatch needs, they can be addressed. (The Rapid City main garage, for example, houses nine generators). Generators are placed such that they can address foreseeable maintenance needs of all of the exchanges these garages serve. Locations of the main garages in South Dakota include: Yankton, Vermillion, Sioux Falls, Mitchell, Madison, Watertown, Milbank, Aberdeen, Pierre, Rapid City, Sturgis and Belle Fourche.

Most remote DLC locations are within 30 minutes or less from the nearest garage. There are four locations that are approximately 60 miles away (sites at Arlington, Volga, Bruce and Egan). These are served from the Madison garage.

2) How old are the oldest batteries at USWC's DLC sites:

Upon investigation, we have 119 DLC sites in South Dakota. The age of the batteries are as follows:

<u>0-5 years</u>	<u>6-10 years</u>	<u>10+ Years</u>
27 locations	39 locations	15 locations

We were unable to determine the age of 38 locations, therefore they will be replaced. We are also in the process of replacing all batteries older than 5 years.

3) Please provide any history you may have regarding outages experienced on the DLC sites since 1995.

A. Batteries are intended to backup commercial power loss. Since 1995, there has been only one situation confirmed (Junius) in which the backup batteries failed to work when DLC backup battery power was required. That outage lasted approximately 36 hours.

4. Have solar powered batteries ever been considered (photovoltaic cells)? Are they in use at any of your locations?

Solar powered batteries have been tried in USWC operating territory on a very limited

011442
443 822
basis for remote equipment that is extremely difficult for maintenance personnel to access (e.g. mountain tops). Such batteries are expensive, non-standard and are generally not considered cost effective or reliable for DLC backup. DLC in South Dakota is encased in enclosed cabinets, with the backup batteries generally located at the bottom of the cabinet (no access to sunlight). If solar batteries were to become a more viable alternative, the vendor community would need to pursue the issue, since USWC is constrained by the equipment it can purchase in the marketplace.

814422044J

CERTIFICATE OF SERVICE

I hereby certify that an original and ten copies of EXHIBITS 14 AND 15 of U S WEST Communications, Inc. was sent via overnight delivery on the 31st day of July, 1997, to the following:

William Bullard, Jr.
Executive Director
South Dakota Public Utilities Commission
State of South Dakota
500 East Capitol Avenue
Pierre, SD 57501

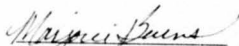
In addition, a true and correct copy was deposited into the United States mail, postage prepaid, addressed to the following:

David A. Gerdes
Robert K. Sahr
May Adam Gerdes & Thompson LLP
Counsel for MCI
P. O. Box 160
Pierre, SD 57501-0160

John S. Lovald, Esq.
Olinger Lovald Robbennolt
& McCahren PC
117 E. Capitol
PO Box 66
Pierre SD 57501

Maria Arias-Chapleau, Esq.
Marry Tribby, Esq.
Richard S. Wolters, Esq.
AT&T Law Department
1875 Lawrence St., Suite 1575
Denver CO 80202

Glenn E. Solomon, Esq.
Sidley & Austin
555 W. 5th St., 40th Fl.
Los Angeles CA 90013-2007


U S WEST Communications, Inc.

31/4

BOYCE, MURPHY, McDOWELL & GREENFIELD, L.L.P.
ATTORNEYS AT LAW

Jeremiah D. Murphy
Russell B. Greenfield
David J. Vickers
Gary J. Padden
James R. C. Cavallone
Thomas J. Wels
Terry N. Pondergast
James J. McMahon
Douglas J. Hark
Michael V. McLaughlin
Gregg S. Greenfield
Tamara A. Wilka
Roger A. Sallbeck
Caroline A. Thompson
Lisa Hansen-Morris

Norwest Center, Suite 600
101 North Phillips Avenue
Sioux Falls, South Dakota 57104
P.O. Box 5015
Sioux Falls, South Dakota 57117-5015

Telephone 605 336-2424
Facsimile 605 334-6618

Of Counsel
John R. McDowell

J.W. Boyce (1884-1915)
John S. Murphy (1924-1966)

July 31, 1997

RECEIVED

AUG 11 4 1997

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

William Bullard, Executive Director
S.D. Public Utilities Commission
500 E. Capitol
Pierre, SD 57501

Re: In the Matter of the Investigation of U S West Communications, Inc.'s Service Quality
Performance (TC97-016/TC97-049)
Our File No. 2104-97-016

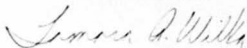
Dear Mr. Bullard:

Enclosed please find for filing the original and ten copies of U.S. West's Findings of Fact and
Conclusions of Law in this matter together with the Certificate of Service.

Also enclosed is an extra copy to be file stamped and returned to our office. A stamped, self-
addressed envelope is enclosed for your convenience.

Sincerely yours,

BOYCE, MURPHY, McDOWELL &
GREENFIELD, L.L.P.



Tamara A. Wilka

TAW/vjj
Enclosure

cc: William P. Heaston
Jon Lehner
John S. Lovald
Glenn E. Solomon

Mary Arias-Chapleau
Mary B. Tribby
David A. Gerdes/Robert K. Sahr
Rolayne Ailts Wiest

345

BOYCE, MURPHY, McDOWELL & GREENFIELD, L.L.P.
ATTORNEYS AT LAW

RECEIVED

AUG 04 1997

Norwest Center, Suite 600
101 North Phillips Avenue
Sioux Falls, South Dakota 57104
P.O. Box 5215
Sioux Falls, South Dakota 57117-5015

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION
(Proctor)
J.W. Boyce, R. McDowell

Telephone 605 336-2424
Facsimile 605 334-2618

J.W. Boyce (1884-1915)
John S. Murphy (1924-1964)

July 31, 1997

John S. Lovald
Olinger, Lovald, Robbennolt
& McCahren, P.C.
117 East Capitol, P.O. Box 66
Pierre, SD 57501

Glenn E. Solomon
Sidley & Austin
555 W. 5th Street, 40th floor
Los Angeles, CA 90013-2007

Mary Arias-Chapleau
Mary B. Tribby
AT&T Law Department, 15th floor
1875 Lawrence Street
Denver, CO 80202

David A. Gerdes
Robert K. Sahr
May, Adam, Gerdes & Thompson LLP
503 S. Pierre Street
P.O. Box 160
Pierre, SD 57501-0160

✓ Rolayne Ailts Wiest, Staff Attorney
S.D. Public Utilities Commission
500 E. Capitol
Pierre, SD 57501

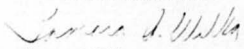
Re: In the Matter of the Investigation of U S West Communications, Inc.'s Service Quality
Performance (TC97-016/TC97-049)
Our File No. 2104-97-016

Dear Counsel:

Enclosed please find a copy of U.S. West's Findings of Fact and Conclusions of Law in the above
referenced matter. This is intended as service upon you by mail.

Sincerely yours,

BOYCE, MURPHY, McDOWELL &
GREENFIELD, L.L.P.


Tamara A. Wilka

TAW/vjj
Enclosure

cc: William P. Heast in
Jon Lehner

346

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

RECEIVED

AUG 04 1997

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

IN THE MATTER OF THE INVESTIGATION
OF U S WEST COMMUNICATIONS, INC.'S
SERVICE QUALITY PERFORMANCE

TC97-016
TC97-049
U S WEST COMMUNICATIONS
INC.'S PROPOSED FINDINGS
OF FACT AND CONCLUSIONS
OF LAW

On February 20, 1997, the Public Utilities Commission ("the Commission") opened docket TC97-016 to review U S WEST Communications, Inc.'s ("U S WEST") quality of service pursuant to the Commission's Order in TC94-121. In that docket, the Commission approved a rate increase for residential and business basic local exchange service effective January 18, 1996. The Commission further ordered that a proposed second increase may be implemented at the end of 18 months from the first increase depending on U S WEST's service quality performance. The Commission directed staff to review U S WEST's service quality performance at the end of 12 months following the effective date of the increase.

On April 30, 1997, the Commission received a filing by U S WEST that reflects the second phase of the increase to take effect August 12, 1997 which is docket TC97-049. On June 3, 1997, the Commission consolidated dockets TC97-016 and TC97-049.

The Commission assumed jurisdiction over these dockets pursuant to SDCL Chapter 49-31. The following parties applied for and were granted intervention: MCI Telecommunications Corporation ("MCI") and AT&T Communications of the Midwest, Inc.

0430 030 24-103

("AT&T"). The issue is whether based upon the Commission's investigation of U S WEST's service quality performance from February 12, 1996, to February 11, 1997, a second rate increase scheduled to be implemented at the end of 18 months from the first increase, may be implemented (in whole or in part), delayed or rejected.

On May 20, 1997, the Commission issued its Amended Order and Notice of Procedural Schedule and Hearing in docket TC97-016 scheduling a hearing for June 12-13, 1997. The hearing was commenced as scheduled. The Commission continued the hearing so that the parties and the Commission could identify any outstanding issues once the June 12, 1997, transcript became available. At the Commission's request, U S WEST prepared a list of additional issues identified by Commissioners during the June 12, 1997 hearing and witnesses who could address these issues. The list was contained in a June 30, 1997 letter which was filed with the Commission.

On July 7, 1997, the Commission issued an Order for and Notice of Hearing; Notice of Consideration of Ex Parte Communication. The order continued the hearing until July 16, 1997 and adopted U S WEST's June 30, 1997 letter identifying additional witnesses and issues. An ex parte communication consisting of Quality of Service Data reportedly compiled by the National Regulatory Research Institute was attached to the order and marked as Exhibit A. The order advised the parties they would be afforded an opportunity to participate in the consideration of Exhibit A as provided by SDCL 1-26-26. In a subsequent memorandum, counsel for the Commission provided the parties with additional quality of

service data which was added to Exhibit A. The hearing resumed on July 16, 1997 and concluded the same day. U S WEST called five new witnesses to address issues identified by Commissioners during the first part of the hearing. A total of eleven witnesses testified during the two days of hearings.

After consideration of all of the evidence received at both hearings and the written arguments of counsel, the Commission now makes the following:

FINDINGS OF FACT

1. U S West is a Colorado corporation providing local exchange telecommunications service, interexchange carrier access, intralATA interexchange telecommunications services, and other telecommunications services throughout South Dakota.

2. On January 18, 1996, the Commission's Order Granting Approval of Stipulation and Agreement and Addendum ("Order") in TC94-121 became effective. The Stipulation and Agreement and Addendum, entered into between the Commission Staff and U S WEST Communications, Inc. ("U S WEST"), specified a three-step, phased-in increase with an initial rate increase of \$2.45 for residential basic local exchange service and a price ceiling of \$19.35 and an increase of \$2.75 for business basic local exchange service and a price ceiling of \$38.40. The second stage called for a rate increase of \$2.10 for residential basic local exchange service and 90 cents for business basic local exchange service. Stipulation and Agreement ¶¶ 13-16; Addendum ¶ 3-4. The Order adopted this approach, but made the second stage increase subject to review of U S WEST's service quality performance at the

end of 12 months following the effective date of the first increase. The Stipulation and Agreement with Attachment A and the Addendum are incorporated by reference into the Order. Order at 7.

3. In exchange for the rate increase, U S WEST agreed "to an aggressive program of investment in network infrastructure" ("the Plan") the specifics of which were included as Attachment A to the Stipulation and Agreement. *Id.* ¶ XXVII. Although the estimated value of these investments was \$25 million dollars, the Plan itself was tied to specific projects as opposed to a particular dollar amount. Attachment A.

4. U S WEST's implementation of the Plan is conditioned on continuation of the Settlement and Agreement (Exhibit 2 at 6; Tr. 1 at 73-74, 132). If the Commission denies the second increase, U S WEST does not intend to complete the Plan (Tr. 1 at 30).

5. U S WEST is presently meeting or exceeding all completion dates established in the Plan (Transcript of July 16, 1997 Hearing at 165-66, hereinafter referred to as "Tr. 2"; Exhibit 2 at 4-6).

6. Through 1996, U S WEST had invested approximately \$11.8 million dollars in the Plan (Transcript of June 12, 1997 Hearing at 130, hereinafter referred to as "Tr. 1 " 28).

7. U S WEST has a premier telecommunications network in South Dakota (Tr. 2 at 69-70). The network includes, among other things, two Sonet rings which were installed pursuant to the Plan (Exhibit 2 at 4). Both rings have been tested and are operational (Tr. 2 at 8-15; Exhibit 11).

8. In September, 1995, the Commission directed the Commission Staff ("the Staff") to prepare service quality standards in connection with docket TC94-121. On December 18, 1995, the Staff and U S WEST filed with the Commission a Stipulation and Agreement As To Service Quality Standards with attached Exhibit A ("Proposed Service Quality Standards"). Order at 2.

9. The Commission rejected the Proposed Service Quality Standards on January 8, 1996. Order at 8. Since then, neither the Commission or the Staff has proposed any service quality standards with regard to U S WEST's service (Tr. 1 at 114).

10. Notwithstanding the Commission's rejection of the Proposed Service Quality Standards, U S WEST has provided monthly results on all of the issues identified by the Staff in the Proposed Service Quality Standards pursuant to the Staff's request (Exhibit 1 at 8; Tr.1 at 60).

11. These reports show that U S WEST has made service improvements in all categories for which a comparison can be made (Exhibit 1 at 8). For example, Held Orders for lack of facilities for the primary line dropped from an end of January, 1996 of 57 to 26 at the end of January, 1997. Average monthly totals (averaging the month-end total for all twelve months) dropped from 96 for the twelve months ending January, 1996 to 64 for the twelve months ending January, 1997. Held Orders over 30 days, included in the above results, showed similar dramatic improvement, dropping from 37 at the end of January, 1996

031422

to 11 at the end of January, 1997. The month-end average totals for these was down from 53 in 1995 to 35 in 1996 (Exhibit 1 at 10; Exhibit E 1-2).

12. "Out of service cleared in less than 24 hours" similarly saw improvement, although the improvement was not as dramatic due largely to the severe ice storms of November, 1996 and the on going effects of those storms into December, 1996. This category improved from 1995's average of 65.9% to 72.5% in 1996 (Exhibit 1 at 10; Exhibit G).

13. The number of calls answered in 20 seconds at the Repair Bureau and Business Office also increased significantly in 1996 with an average of 94% answered in 20 seconds for the Business Office and 89% for Repair (Exhibit 1 at 11; Exhibit H).

14. The total Report Rate (customer reported trouble per 100 access lines) averaged 1.02 for 1996, well below the 2.0 target in the Proposed Service Quality Standards (Exhibit 1 (Exhibit F)). There is no comparison for this result in 1995 because the reporting structure was different in 1995 (Exhibit 1 at 10).

15. For provisioning (installation), the percentage of requests met in two-days was 80.2% (Tr. 1 at 157). The 80.2% is a conservative number because the data collected includes customer requests beyond two days (Tr. 1 at 14-15). There is no 1995 data for this category (Exhibit 1 (Exhibit D)).

16. The total number of service complaints to the Commission also dropped significantly in 1996 from the previous year, 171 to 113. Held Order complaints, which

make up the largest number of complaints and are of particular concern to the Commission, dropped from 101 in 1995 to 64 in 1996 (Exhibit I at 14; Exhibit I).

17. The Commission maintains its own internal data base, however, it cannot be reconciled with U S WEST's numbers because the information recorded in the data base reflects only customer initiated contacts (Tr. I at 194-96; 200). The Commission data base has been maintained by different people at different times (Tr. I at 196). How a particular contact is classified depends on the subjective interpretation of the person imputing the information (Tr. I at 197). In addition, the time lag between when a contact is made and when the information is entered in the data base varies greatly (Tr. I at 198).

18. In addition to the information U S WEST relies on for its own tracking and analysis, U S WEST is required to submit to the Federal Communications Commission ("FCC") additional information pursuant to FCC standards. This information is compiled into reports which are known as ARMIS reports (Tr. 2 at 116, 125, 129-30). The ARMIS data, like U S WEST's internal data, demonstrates that U S WEST's service quality has improved during the relevant time period, i.e., February, 1996 through February, 1997 (Exhibit 12).

19. U S WEST has voluntarily implemented the Service Guarantee Plan and the cellular option plan which were part of the Proposed Service Quality Standards rejected by the Commission to insure that customers receive the benefits of those plans. Under the cellular option plan, customers with held orders over 7 days are given unlimited cellular use

for all local calls until land line service is provided to them. The Service Guarantee Plan offers customers credits against their monthly bill if U S WEST misses a commitment (Exhibit 1 at 15).

20. The demand for U S WEST service hit an all time high in 1995. As a result, 1995 was a record year for usage of copper and fiber. In fact, U S WEST placed five times the normal amount of fiber that year. At the same time, U S WEST was going through a restructuring process under which many of the company's services were being centralized. As a result, U S WEST had difficulty getting cable where it was needed when it was needed (Tr. 2 at 31-32, 48, 81). Since then, U S WEST has taken several steps to alleviate the problems it experienced in 1995. For example, U S WEST now does a better job of forecasting (Tr. 2 at 32). In addition, it has developed new cable sizing guidelines and has lined up backup suppliers (Tr. 2 at 33).

21. In an effort to reduce Held Orders, U S WEST has established a process of cross checking information stored in various U S WEST data bases to determine the availability of facilities. If facilities are unavailable, the order is identified and picked up by U S WEST's delayed service group within 24 hours (Tr. 2 at 105-106).

22. At the time of the hearing in this case, U S WEST was nearing completion of a comprehensive review of 119 subscriber line carrier systems located throughout South Dakota which rely on battery back up power. U S WEST is in the process of replacing all batteries older than five years (Tr. 2 at 30-31, 44-45; Exhibit 15).

23. The evidence in this case establishes that U S WEST's quality of service has improved measurably from 1995 to 1996 (Exhibit 10; Exhibit 12; Exhibit 1 (Exhibits E through I)).

24. To the extent that any proposed finding of fact is more appropriately a conclusion of law, that finding is incorporated by reference as a conclusion of law.

25. Based on the above findings of fact the Commission now enters the following:

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties and the subject matter in this proceeding pursuant to SDCL 49-31-3.

2. U S WEST's service quality has shown measurable improvement since the Order Granting Approval of Stipulation and Addendum went into effect.

3. Based on U S WEST's service quality record from February 12, 1996, to February 11, 1997, the remaining provision of the Stipulation and Agreement and Addendum should be put into effect.

4. To the extent that any proposed conclusion of law is more appropriately a finding of fact, that conclusion is incorporated by reference as a finding of fact.

Now, therefore, IT IS ORDERED that the remaining provisions of the Stipulation and Agreement and Addendum shall be put into effect and the second phase of the increase shall be approved.

DATED this __ day of August, 1997.

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

RECEIVED

AUG 04 1997

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

TC97-049

TC97-016

IN THE MATTER OF THE INVESTIGATION
OF U S WEST COMMUNICATIONS, INC.'S
SERVICE QUALITY PERFORMANCE

CERTIFICATE OF SERVICE

I, Tamara A. Wilka, do hereby certify that I am a member of the law firm of Boyce, Murphy, McDowell & Greenfield, and on the 31st day of July, 1997, true and correct copies of U S WEST's Findings of Fact and Conclusions of Law were sent to the following at the following addresses, by US mail, postage prepaid:

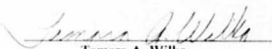
John S. Lovald
Olinger, Lovald, Robbennolt
& McCahren, P.C.
117 East Capitol, P.O. Box 66
Pierre, SD 57501

Glenn E. Solomon
Sidley & Austin
555 W. 5th Street, 40th floor
Los Angeles, CA 90013-2007

Mary Arias-Chapleau
Mary B. Tribby
AT&T Law Department, 15th floor
1875 Lawrence Street
Denver, CO 80202

David A. Gerdes
Robert K. Sahr
May, Adam, Gerdes & Thompson LLP
503 S. Pierre Street
P.O. Box 160
Pierre, SD 57501-0160

Rolayne Ailts Wiest, Staff Attorney
S.D. Public Utilities Commission
500 E. Capitol
Pierre, SD 57501


Tamara A. Wilka



Sioux Falls, South Dakota
August 25, 1997

RECEIVED
AUG 25 1997
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

William Bullard, Executive Director
S.D. Public Utilities Commission
500 E. Capitol
Pierre, South Dakota 57501

FAX Received AUG 25 1997

RE: In the Matter of the Investigation of U S West Communications, Inc.'s Service Quality Performance (TC97-016)
In the Matter of the Filing by U S West Communications, Inc. for Revisions to Its Exchange and Network Service Tariff and Exchange and Network Service Catalog (TC97-049)

Dear Mr. Bullard:

Please find enclosed tariffs that implement the Commission's decision of August 18, 1997 in the above dockets. The rates for these tariffs will be effective as of August 18, 1997. By the filing and implementation of these tariffs U S West does not intend to waive or prejudice any appeal of the Commission's decisions.



Jon Lehner
Director-Regulatory Affairs

Attach:

357

U.S. WEST COMMUNICATIONS, INC.
Exchange and Network
Services Tariff

SECTION 5

Page 42

Release 5

State of South Dakota

Issued: 8-25-97

Effective: 8-18-97

5. EXCHANGE SERVICES

5.2 LOCAL EXCHANGE SERVICE

5.2.1 MEASURED SERVICE

A. Budget Pac (Residence Only) (Cont'd)

3. Rates and Charges

- a. The maximum one-party Budget Pac monthly billing or fixed monthly rates and usage charges for sent paid local calls originating on the Budget Pac line will not exceed 150 percent of the current one-party residence flat rate charges. Sent paid local calls include Dial Station-to-Station, Operator Station-to-Station and Person-to-Person calls.
- b. The following rates and charges are applicable to individual line Budget Pac Service.

	USOC	NONRECURRING CHARGE	MONTHLY RATE
(1) Rate Groups A, C, E, G and I			
• Each line	R1M	\$25.00	\$11.05 (1)
(2) Rate Groups B and D[1]			
• Each line			
- BRA	R1M	25.00	8.00
- OBRA	R1M	25.00	11.00

- c. The basic monthly rates for Budget Pac include usage allowances as follows:

	USAGE ALLOWANCE
• Each line	\$2.50

- (1) The method of applying the usage allowance will be as shown following:
- The usage allowance is applied only toward sent paid usage charges accumulated above.
 - No credit is given for any unused allowance during a billing month, nor is any unused allowance accumulated and/or carried forward over billing months.

[1] See Rates and Charges specified in 5.4.2 for applicable Touch-Tone charges.

U S WEST COMMUNICATIONS, INC.**Exchange and Network
Services Tariff****SECTION 5**

Page 46

Release 5

State of South Dakota

Issued: 8-25-97

Effective: 8-18-97

5. EXCHANGE SERVICES**5.2 LOCAL EXCHANGE SERVICE****5.2.1 MEASURED SERVICE****B.2 (Cont'd)**

- c. The following services are not offered the option of subscribing to Hourly Usage Package Service:

- Multiparty Service
- Business Service

3. Rates and Charges

- a. The following rates and charges are applicable to individual line Hourly Usage Package Service.

(1) Rate Groups A, C, E, G and I

PACKAGE	USOC	NONRECURRING CHARGE	MONTHLY RATE
• 3 Hour Package	RWV,AWV	\$25.00	\$11.05 (1)
• 6 Hour Package	RWG,AWJ	25.00	13.15
• 9 Hour Package	RWH,AWQ	25.00	15.25 (1)

(2) Rate Groups B and D[1]

• 3 Hour Package			
- BRA	RWV,AWV	25.00	8.00
- OBRA	RWV,AWV	25.00	11.00
• 6 Hour Package			
- BRA	RWG,AWJ	25.00	10.10
- OBRA	RWG,AWJ	25.00	13.10
• 9 Hour Package			
- BRA	RWH,AWQ	25.00	12.20
- OBRA	RWH,AWQ	25.00	15.20

- b. The Hourly Usage Package Service additional usage charge is for each sent paid local calling minute exceeding the package rate. The timing of local messages is as specified for Budget Pac Service.

**USAGE
CHARGE**

- Additional usage charge, per minute **\$0.02**

[1] See Rates and Charges specified in 5.4.2 for applicable Touch-Tone charges.

U S WEST COMMUNICATIONS, INC.
Exchange and Network
Services Tariff

SECTION 5

Page 49

Release 5

Effective: 8-18-97

State of South Dakota
Issued: 8-25-97

5. EXCHANGE SERVICES

5.2 LOCAL EXCHANGE SERVICE

5.2.1 MEASURED SERVICE

C. Value Pac (Business Only) (Cont'd)

3. Rates and Charges

- a. The following rates and charges are applicable to individual line Value Pac Service.

	USOC	NONRECURRING CHARGE	MONTHLY RATE
(1) Rate Groups A, C, E, G and I			
• Each line	BIM	\$47.00	\$28.65 (1)
(2) Rate Groups B and D[1]			
• Each line			
- BRA	BIM	47.00	25.00
- OBRA	BIM	47.00	28.00

- b. The basic monthly rate for Value Pac includes usage allowances as follows:

	USAGE ALLOWANCE
• Each line	\$5.00

The method of applying the usage allowance will be as shown following.

- The usage allowance is applied only toward sent-paid local usage charges as accumulated above.
- No credit is given for any unused allowance during a billing month, nor is any unused allowance accumulated and/or carried forward over billing months.

[1] See Rates and Charges specified in 5.4.2 for applicable Touch-Tone charges.

U S WEST COMMUNICATIONS, INC.

Exchange and Network Services Tariff

SECTION 5

Page 56

Release 7

Effective: 8-18-97

State of South Dakota

Issued: 8-25-97

5. EXCHANGE SERVICES

5.2 LOCAL EXCHANGE SERVICE

5.2.4 FLAT RATE SERVICE

A. Residence Flat Rate Service (Cont'd)

2. Monthly Rates

	MONTHLY RATE PER RATE GROUP				
	A	C	E	G	I
• One-party line	\$15.05 (1)	\$15.75 (1)	\$16.55 (1)	\$17.75 (1)	\$18.25 (1)
• Two-party line[1]	13.80 (1)	14.35	15.10	16.10	16.55
• Four-party line[1]	-	13.70 (1)	14.15 (1)	15.05 (1)	15.45 (1)

	MONTHLY RATE PER RATE GROUP[2]	
	B	D
• One-party line		
- BRA	\$12.00	\$12.70
- OBRA[3]	15.00	15.70
• Two-party line[1]		
- BRA	10.75	11.30
- OBRA	13.00	13.55
• Four-party line[1]		
- BRA	-	10.65
- OBRA	12.40	12.75

[1] Service is obsolete. Offering limited to existing installations, subject to continuity of service for the same customer on the same premises.

[2] See Rates and Charges specified in 5.4.2 for applicable Touch-Tone charges.

[3] Available only where facilities permit.

U S WEST COMMUNICATIONS, INC.
Exchange and Network
Services Tariff

SECTION 5

Page 57

Release 4

State of South Dakota

Issued: 8-25-97

Effective: 8-18-97

5. EXCHANGE SERVICES

5.2 LOCAL EXCHANGE SERVICE

5.2.4 FLAT RATE SERVICE (Cont'd)

B. Business Flat Rate Service

The following rates and charges are applicable to business flat rate service.

1. Nonrecurring Charges

	USOC	NONRECURRING CHARGE
• One-party line	1FB	\$47.00
• Incoming line	7FB	47.00
• Two-party line[1]	2FB	47.00

2. Monthly Rates

	MONTHLY RATE PER RATE GROUP				
	A	C	E	G	I
• One-party line	\$27.25 (1)	\$29.65 (1)	\$32.45 (1)	\$36.60 (1)	\$38.40 (1)
• Incoming line	24.90	27.05	29.55	33.30	34.95
• Two-party line[1]	25.20 (1)	27.20 (1)	29.60 (1)	33.10 (1)	34.60 (1)

[1] Service is obsolete. Offering limited to existing installations, subject to continuity of service for the same customer on the same premises.

U S WEST COMMUNICATIONS, INC.

Exchange and Network Services Tariff

SECTION 5

Page 65.2

Release 5

State of South Dakota

Issued: 8-25-97

Effective: 8-18-97

5. EXCHANGE SERVICES

5.2 LOCAL EXCHANGE SERVICE

5.2.5 LOCAL SERVICE OPTIONS

F.2. (Cont'd)

k. The Initial Service Period described in Section 2 does not apply for *STAND-BY* Line Service.

l. Nonrecurring charges apply to establish *STAND-BY* Line Service. In addition, nonrecurring charges, specified in Section 3 for USOC GCS, apply to change from an individual business line to *STAND-BY* Line Service.

3. Rates and Charges

The following rates and charges are applicable to *STAND-BY* Line Service.

a. Nonrecurring Charges

	USOC	NONRECURRING CHARGE
• <i>STAND-BY</i> Line Service, per line	1TM	\$47.00

b. Monthly Rates

	MONTHLY RATE PER RATE GROUP				
	A	C	E	G	I
• Per line	\$14.70 (I)	\$15.90 (I)	\$17.30 (I)	\$19.35 (I)	\$20.25 (I)

	MONTHLY RATE PER RATE GROUP[1]	
	B	D
• Per line		
- BRA	\$11.80	\$13.00
- OBRA	13.30	14.50

c. Incoming and Outgoing Usage

	CHARGE
• Per minute of use[2]	\$0.05

[1] See Rates and Charges specified in 5.4.2 for applicable Touch-Tone charges.

[2] Applies to connections of one minute or fraction thereof.

U S WEST COMMUNICATIONS, INC.
Exchange and Network
Services Tariff

SECTION 5

Page 70

Release 4

State of South Dakota
Issued: 8-25-97

Effective: 8-18-97

5. EXCHANGE SERVICES

5.3 PRIVATE BRANCH EXCHANGE (PBX) TRUNKS (Cont'd)

5.3.3 FLAT RATE TRUNKS

A. Business Trunks

1. Descriptions

- Two-Way, 4-Wire Trunk: Includes E&M signaling, *DID* Service and hunting. Not available to Joint User Service customers.
- In-Only Analog *DID* Trunk provisioned for *DID* Call Transfer: Includes *DID* Service, hunting and reverse battery signaling. Certain switch limitations may apply.

2. Rates and Charges

a. Nonrecurring Charges

	USOC	NONRECURRING CHARGE
• Two-way trunk, each	TCG	\$47.00
• Inward trunk, each	TCK	47.00
• Inward trunk used with <i>DID</i> Service, each	TDD	47.00
• Outward trunk, each	TCM	47.00
• Two-way, 4-wire trunk, each	THHCX	47.00
• In-only analog <i>DID</i> trunk provisioned for <i>DID</i> Call Transfer, each	TRH1X	47.00

b. Monthly Rates

	MONTHLY RATE PER RATE GROUP				
	A	C	E	G	I
• Two-way trunk, each	\$36.25 (1)	\$38.65 (1)	\$41.45 (1)	\$45.60 (1)	\$47.40 (1)
• Inward trunk, each	33.90	36.05	38.55	42.30	43.95
• Inward trunk used with <i>DID</i> Service, each	33.90	36.05	38.55	42.30	43.95
• Outward trunk, each	36.25	38.65	41.45	45.60	47.40
• Two-way, 4-wire trunk, each	77.65	77.65	77.65	77.65	77.65
• In-only analog <i>DID</i> trunk for <i>DID</i> Call Transfer, each	77.65 (1)	77.65 (1)	77.65 (1)	77.65 (1)	77.65 (1)

364

U S WEST COMMUNICATIONS, INC.
Exchange and Network
Services Tariff

SECTION 5

Page 75

Release 3

Effective: 8-18-97

State of South Dakota
Issued: 8-25-97

5. EXCHANGE SERVICES

5.3 PRIVATE BRANCH EXCHANGE (PBX) TRUNKS

5.3.3 FLAT RATE TRUNKS

B.3.e. (Cont'd)

RATE GROUP A[1]

**TWO-WAY AND
OUTGOING TRUNKS**

**12 TO 35
MONTHS**

**36 TO 59
MONTHS**

**60 TO 84
MONTHS**

1 - 20 trunks[2]	\$36.25 (1)	\$36.25 (1)	\$36.25 (1)
21 - 50 trunks[2]	35.00	34.25	33.75
51 trunks and over			
1 Qtr mile from CO	33.42	33.05	32.87
2 Qtr miles from CO	33.79	33.36	33.14
3 Qtr miles from CO	34.14	33.65	33.41
4 Qtr miles from CO	34.59	34.03	33.74
5 Qtr miles from CO	35.01	34.37	34.06
6 Qtr miles from CO	35.42	34.72	34.37
7 Qtr miles from CO	35.94	35.15	34.75
8 Qtr miles from CO	36.35	35.49	35.06
9 Qtr miles from CO	37.07	36.09	35.60
10 Qtr miles from CO	38.74	37.48	36.85
11 Qtr miles from CO	39.38	38.01	37.33
12 Qtr miles from CO	41.71	39.96	39.08
13 Qtr miles from CO	43.44	41.40	40.38
14 Qtr miles from CO	44.11	41.96	40.88
15 Qtr miles from CO	45.31	42.96	41.78
16 Qtr miles from CO	47.92	45.13	43.74
17 Qtr miles from CO	48.70	45.79	44.33
18 Qtr miles from CO	49.34	46.32	44.81
19 Qtr miles from CO	49.94	46.81	45.25
20 Qtr miles from CO[3]	53.09 (1)	49.44 (1)	47.62 (1)

[1] EAS rates apply in addition to the Rate Stabilized Flat PBX Trunk.

[2] Any additional rate increments are not applicable for distance-sensitive Rate Stabilized flat PBX trunk.

[3] All Rate Stabilized trunks beyond this increment will be priced on an individual case basis.

365

U S WEST COMMUNICATIONS, INC.
Exchange and Network
Services Tariff

SECTION 5

Page 76

Release 3

State of South Dakota
Issued: 8-25-97

Effective: 8-18-97

5. EXCHANGE SERVICES

5.3 PRIVATE BRANCH EXCHANGE (PBX) TRUNKS

5.3.3 FLAT RATE TRUNKS

B.3.c. (Cont'd)

RATE GROUP A[1]

INCOMING AND DID TRUNKS	12 TO 35 MONTHS	36 TO 59 MONTHS	60 TO 84 MONTHS
1 - 20 trunks[2]	\$33.90 (1)	\$33.90 (1)	\$33.90 (1)
21 - 50 trunks[2]	32.65	31.90	31.40
51 trunks and over			
1 Qtr mile from CO	31.07	30.70	30.52
2 Qtr miles from CO	31.44	31.01	30.79
3 Qtr miles from CO	31.79	31.30	31.06
4 Qtr miles from CO	32.24	31.68	31.39
5 Qtr miles from CO	32.66	32.02	31.71
6 Qtr miles from CO	33.07	32.37	32.02
7 Qtr miles from CO	33.59	32.80	32.40
8 Qtr miles from CO	34.00	33.14	32.71
9 Qtr miles from CO	34.72	33.74	33.25
10 Qtr miles from CO	36.39	35.13	34.50
11 Qtr miles from CO	37.03	35.66	34.98
12 Qtr miles from CO	39.36	37.61	36.73
13 Qtr miles from CO	41.09	39.05	38.13
14 Qtr miles from CO	41.76	39.61	38.53
15 Qtr miles from CO	42.96	40.61	39.43
16 Qtr miles from CO	45.57	42.78	41.39
17 Qtr miles from CO	46.35	43.44	41.98
18 Qtr miles from CO	46.99	43.97	42.46
19 Qtr miles from CO	47.59	44.46	42.90
20 Qtr miles from CO[3]	50.74 (1)	47.09 (1)	45.27 (1)

[1] EAS rates apply in addition to the Rate Stabilized Flat PBX Trunk.

[2] Any additional rate increments are not applicable for distance-sensitive Rate Stabilized flat PBX trunk.

[3] All Rate Stabilized trunks beyond this increment will be priced on an individual case basis.

U S WEST COMMUNICATIONS, INC.

Exchange and Network Services Tariff

SECTION 5

Page 77

Release 3

State of South Dakota

Issued: 8-25-97

Effective: 8-18-97

5. EXCHANGE SERVICES

5.3 PRIVATE BRANCH EXCHANGE (PBX) TRUNKS

5.3.3 FLAT RATE TRUNKS

B 3 c. (Cont'd)

RATE GROUP C[1]

TWO-WAY AND OUTGOING TRUNKS	12 TO 35 MONTHS	36 TO 59 MONTHS	60 TO 84 MONTHS
1 - 20 trunks[2]	\$38.65 (1)	\$38.65 (1)	\$38.65 (1)
21 - 50 trunks[2]	37.40	36.65	36.15
51 trunks and over			
1 Qtr mile from CO	35.82	35.45	35.27
2 Qtr miles from CO	36.19	35.76	35.54
3 Qtr miles from CO	36.54	36.05	35.81
4 Qtr miles from CO	36.99	36.43	36.14
5 Qtr miles from CO	37.41	36.77	36.46
6 Qtr miles from CO	37.82	37.12	36.77
7 Qtr miles from CO	38.34	37.55	37.15
8 Qtr miles from CO	38.75	37.89	37.46
9 Qtr miles from CO	39.47	38.49	38.00
10 Qtr miles from CO	41.14	39.88	39.25
11 Qtr miles from CO	41.78	40.41	39.73
12 Qtr miles from CO	44.11	42.36	41.48
13 Qtr miles from CO	45.84	43.80	42.78
14 Qtr miles from CO	46.51	44.36	43.28
15 Qtr miles from CO	47.71	45.36	44.18
16 Qtr miles from CO	50.32	47.53	46.14
17 Qtr miles from CO	51.10	48.19	46.73
18 Qtr miles from CO	51.74	48.72	47.21
19 Qtr miles from CO	52.34	49.21	47.65
20 Qtr miles from CO[3]	55.49 (1)	51.84 (1)	50.02 (1)

[1] EAS rates apply in addition to the Rate Stabilized Flat PBX Trunk.

[2] Any additional rate increments are not applicable for distance-sensitive Rate Stabilized flat PBX trunk.

[3] All Rate Stabilized trunks beyond this increment will be priced on an individual case basis.

U S WEST COMMUNICATIONS, INC.

Exchange and Network Services Tariff

SECTION 5

Page 78

Release 3

Effective: 8-18-97

State of South Dakota

Issued: 8-25-97

5. EXCHANGE SERVICES

5.3 PRIVATE BRANCH EXCHANGE (PBX) TRUNKS

5.3.3 FLAT RATE TRUNKS

B.3.c. (Cont'd)

RATE GROUP C[1]

INCOMING AND DID TRUNKS	12 TO 35 MONTHS	36 TO 59 MONTHS	60 TO 84 MONTHS
1 - 20 trunks[2]	\$36.05 (1)	\$36.05 (1)	\$36.05 (1)
21 - 50 trunks[2]	34.80	34.05	33.55
51 trunks and over			
1 Qtr mile from CO	33.22	32.85	32.67
2 Qtr miles from CO	33.59	33.16	32.94
3 Qtr miles from CO	33.94	33.45	33.21
4 Qtr miles from CO	34.39	33.83	33.54
5 Qtr miles from CO	34.81	34.17	33.86
6 Qtr miles from CO	35.22	34.52	34.17
7 Qtr miles from CO	35.74	34.95	34.55
8 Qtr miles from CO	36.15	35.29	34.86
9 Qtr miles from CO	36.87	35.89	35.40
10 Qtr miles from CO	38.54	37.28	36.65
11 Qtr miles from CO	39.18	37.81	37.13
12 Qtr miles from CO	41.51	39.76	38.88
13 Qtr miles from CO	43.24	41.20	40.18
14 Qtr miles from CO	43.91	41.76	40.68
15 Qtr miles from CO	45.11	42.76	41.58
16 Qtr miles from CO	47.72	44.93	43.54
17 Qtr miles from CO	48.50	45.59	44.13
18 Qtr miles from CO	49.14	46.12	44.61
19 Qtr miles from CO	49.74	46.61	45.05
20 Qtr miles from CO[3]	52.89 (1)	49.24 (1)	47.42 (1)

[1] EAS rates apply in addition to the Rate Stabilized Flat PBX Trunk.

[2] Any additional rate increments are not applicable for distance-sensitive Rate Stabilized flat PBX trunk.

[3] All Rate Stabilized trunks beyond this increment will be priced on an individual case basis.

U S WEST COMMUNICATIONS, INC.
Exchange and Network
Services Tariff

SECTION 5

Page 79

Release 3

State of South Dakota

Issued: 8-25-97

Effective: 8-18-97

5. EXCHANGE SERVICES

5.3 PRIVATE BRANCH EXCHANGE (PBX) TRUNKS

5.3.3 FLAT RATE TRUNKS

B.3.c. (Cont'd)

RATE GROUP E[1]

TWO-WAY AND
OUTGOING TRUNKS

12 TO 35
MONTHS

36 TO 59
MONTHS

60 TO 84
MONTHS

1 - 20 trunks[2]	\$41.45 (1)	\$41.45 (1)	\$41.45 (1)
21 - 50 trunks[2]	40.20	39.45	38.95
51 trunks and over			
1 Qtr mile from CO	38.62	38.25	38.07
2 Qtr miles from CO	38.99	38.56	38.34
3 Qtr miles from CO	39.34	38.85	38.61
4 Qtr miles from CO	39.79	39.23	38.94
5 Qtr miles from CO	40.21	39.57	39.26
6 Qtr miles from CO	40.62	39.92	39.57
7 Qtr miles from CO	41.14	40.35	39.95
8 Qtr miles from CO	41.55	40.69	40.26
9 Qtr miles from CO	42.27	41.29	40.80
10 Qtr miles from CO	43.94	42.68	42.05
11 Qtr miles from CO	44.58	43.21	42.53
12 Qtr miles from CO	46.91	45.16	44.28
13 Qtr miles from CO	48.64	46.60	45.58
14 Qtr miles from CO	49.31	47.16	46.08
15 Qtr miles from CO	50.51	48.16	46.98
16 Qtr miles from CO	53.12	50.33	48.94
17 Qtr miles from CO	53.90	50.99	49.53
18 Qtr miles from CO	54.54	51.52	50.01
19 Qtr miles from CO	55.14	52.01	50.45
20 Qtr miles from CO[3]	58.29 (1)	54.64 (1)	52.82 (1)

[1] EAS rates apply in addition to the Rate Stabilized Flat PBX Trunk.

[2] Any additional rate increments are not applicable for distance-sensitive Rate Stabilized flat PBX trunk.

[3] All Rate Stabilized trunks beyond this increment will be priced on an individual case basis.

U S WEST COMMUNICATIONS, INC.
Exchange and Network
Services Tariff

SECTION 5

Page 80

Release 4

Effective: 8-18-97

State of South Dakota

Issued: 8-25-97

5. EXCHANGE SERVICES

5.3 PRIVATE BRANCH EXCHANGE (PBX) TRUNKS

5.3.3 FLAT RATE TRUNKS

B.3.c. (Cont'd)

RATE GROUP E[1]

INCOMING AND DID TRUNKS	12 TO 35 MONTHS	36 TO 59 MONTHS	60 TO 84 MONTHS
1 - 20 trunks[2]	\$38.55 (1)	\$38.55 (1)	\$38.55 (1)
21 - 50 trunks[2]	37.30	36.55	36.05
51 trunks and over			
1 Qtr mile from CO	35.72	35.35	35.17
2 Qtr miles from CO	36.09	35.66	35.44
3 Qtr miles from CO	36.44	35.95	35.71
4 Qtr miles from CO	36.89	36.33	36.04
5 Qtr miles from CO	37.31	36.67	36.36
6 Qtr miles from CO	37.72	37.02	36.67
7 Qtr miles from CO	38.24	37.45	37.05
8 Qtr miles from CO	38.65	37.79	37.36
9 Qtr miles from CO	39.37	38.39	37.90
10 Qtr miles from CO	41.04	39.78	39.15
11 Qtr miles from CO	41.68	40.31	39.63
12 Qtr miles from CO	44.01	42.26	41.38
13 Qtr miles from CO	45.74	43.70	42.68
14 Qtr miles from CO	46.41	44.26	43.18
15 Qtr miles from CO	47.61	45.26	44.08
16 Qtr miles from CO	50.22	47.43	46.04
17 Qtr miles from CO	51.00	48.09	46.63
18 Qtr miles from CO	51.64	48.62	47.11
19 Qtr miles from CO	52.24	49.11	47.55
20 Qtr miles from CO[3]	55.39 (1)	51.74 (1)	49.92 (1)

[1] EAS rates apply in addition to the Rate Stabilized Flat PBX Trunk.

[2] Any additional rate increments are not applicable for distance-sensitive Rate Stabilized flat PBX trunk.

[3] All Rate Stabilized trunks beyond this increment will be priced on an individual case basis.

(D)

U S WEST COMMUNICATIONS, INC.
Exchange and Network
Services Tariff

SECTION 5

Page 81

Release 3

State of South Dakota
Issued: 8-25-97

Effective: 8-18-97

5. EXCHANGE SERVICES

5.3 PRIVATE BRANCH EXCHANGE (PBX) TRUNKS

5.3.3 FLAT RATE TRUNKS

B.3.c. (Cont'd)

RATE GROUP G[1]

TWO-WAY AND OUTGOING TRUNKS	12 TO 35 MONTHS	36 TO 59 MONTHS	60 TO 84 MONTHS
1 - 20 trunks[2]	\$45.60 (1)	\$45.60 (1)	\$45.60 (1)
21 - 50 trunks[2]	44.35	43.60	43.10
51 trunks and over			
1 Qtr mile from CO	42.77	42.40	42.22
2 Qtr miles from CO	43.14	42.71	42.49
3 Qtr miles from CO	43.49	43.00	42.76
4 Qtr miles from CO	43.94	43.38	43.09
5 Qtr miles from CO	44.36	43.72	43.41
6 Qtr miles from CO	44.77	44.07	43.72
7 Qtr miles from CO	45.29	44.50	44.10
8 Qtr miles from CO	45.70	44.84	44.41
9 Qtr miles from CO	46.42	45.44	44.95
10 Qtr miles from CO	48.09	46.83	46.20
11 Qtr miles from CO	48.73	47.36	46.68
12 Qtr miles from CO	51.06	49.31	48.43
13 Qtr miles from CO	52.79	50.75	49.73
14 Qtr miles from CO	53.46	51.31	50.23
15 Qtr miles from CO	54.66	52.31	51.13
16 Qtr miles from CO	57.27	54.48	53.09
17 Qtr miles from CO	58.05	55.14	53.68
18 Qtr miles from CO	58.69	55.67	54.16
19 Qtr miles from CO	59.29	56.16	54.60
20 Qtr miles from CO[3]	62.44 (1)	58.79 (1)	56.97 (1)

[1] EAS rates apply in addition to the Rate Stabilized Flat PBX Trunk.

[2] Any additional rate increments are not applicable for distance-sensitive Rate Stabilized flat PBX trunk.

[3] All Rate Stabilized trunks beyond this increment will be priced on an individual case basis.

U S WEST COMMUNICATIONS, INC.**Exchange and Network
Services Tariff****SECTION 5**

Page 82

Release 4

Effective: 8-18-97

State of South Dakota

Issued: 8-25-97

5. EXCHANGE SERVICES**5.3 PRIVATE BRANCH EXCHANGE (PBX) TRUNKS****5.3.3 FLAT RATE TRUNKS**

B.3.c. (Cont'd)

RATE GROUP G[1]

INCOMING AND DID TRUNKS	12 TO 35 MONTHS	36 TO 59 MONTHS	60 TO 84 MONTHS
1 - 20 trunks[2]	\$42.30 (1)	\$42.30 (1)	\$42.30 (1)
21 - 50 trunks[2]	41.05	40.30	39.80
51 trunks and over			
1 Qtr mile from CO	39.47	39.10	38.92
2 Qtr miles from CO	39.84	39.41	39.19
3 Qtr miles from CO	40.19	39.70	39.46
4 Qtr miles from CO	40.64	40.08	39.79
5 Qtr miles from CO	41.06	40.42	40.11
6 Qtr miles from CO	41.47	40.77	40.42
7 Qtr miles from CO	41.99	41.20	40.80
8 Qtr miles from CO	42.40	41.54	41.11
9 Qtr miles from CO	43.12	42.14	41.65
10 Qtr miles from CO	44.79	43.53	42.90
11 Qtr miles from CO	45.43	44.06	43.38
12 Qtr miles from CO	47.76	46.01	45.13
13 Qtr miles from CO	49.49	47.45	46.43
14 Qtr miles from CO	50.16	48.01	46.93
15 Qtr miles from CO	51.36	49.01	47.83
16 Qtr miles from CO	53.97	51.18	49.79
17 Qtr miles from CO	54.75	51.84	50.38
18 Qtr miles from CO	55.39	52.37	50.86
19 Qtr miles from CO	55.99	52.86	51.30
20 Qtr miles from CO[3]	59.14 (1)	55.49 (1)	53.67 (1)

[1] EAS rates apply in addition to the Rate Stabilized Flat PBX Trunk.

[2] Any additional rate increments are not applicable for distance-sensitive Rate Stabilized flat PBX trunk.

[3] All Rate Stabilized trunks beyond this increment will be priced on an individual case basis.

U S WEST COMMUNICATIONS, INC.
Exchange and Network
Services Tariff

SECTION 5

Page 83

Release 3

State of South Dakota

Issued: 8-25-97

Effective: 8-18-97

5. EXCHANGE SERVICES

5.3 PRIVATE BRANCH EXCHANGE (PBX) TRUNKS

5.3.3 FLAT RATE TRUNKS

B.3 c. (Cont'd)

RATE GROUP I[1]

TWO-WAY AND
OUTGOING TRUNKS

12 TO 35
MONTHS

36 TO 59
MONTHS

60 TO 84
MONTHS

1 - 20 trunks[2]	\$47.40 (1)	\$47.40 (1)	\$47.40 (1)
21 - 50 trunks[2]	46.15	45.40	44.90
51 trunks and over			
1 Qtr mile from CO	44.57	44.20	44.02
2 Qtr miles from CO	44.94	44.51	44.29
3 Qtr miles from CO	45.29	44.80	44.56
4 Qtr miles from CO	45.74	45.18	44.89
5 Qtr miles from CO	46.16	45.52	45.21
6 Qtr miles from CO	46.57	45.87	45.52
7 Qtr miles from CO	47.09	46.30	45.90
8 Qtr miles from CO	47.50	46.64	46.21
9 Qtr miles from CO	48.22	47.24	46.75
10 Qtr miles from CO	49.89	48.63	48.00
11 Qtr miles from CO	50.53	49.16	48.48
12 Qtr miles from CO	52.86	51.11	50.23
13 Qtr miles from CO	54.59	52.55	51.53
14 Qtr miles from CO	55.26	53.11	52.03
15 Qtr miles from CO	56.46	54.11	52.93
16 Qtr miles from CO	59.07	56.28	54.89
17 Qtr miles from CO	59.85	56.94	55.48
18 Qtr miles from CO	60.49	57.47	55.96
19 Qtr miles from CO	61.09	57.96	56.40
20 Qtr miles from CO[3]	64.24 (1)	60.59 (1)	58.77 (1)

[1] EAS rates apply in addition to the Rate Stabilized Flat PBX Trunk.

[2] Any additional rate increments are not applicable for distance-sensitive Rate Stabilized flat PBX trunk.

[3] All Rate Stabilized trunks beyond this increment will be priced on an individual case basis.

U S WEST COMMUNICATIONS, INC.
Exchange and Network
Services Tariff

SECTION 5

Page 84

Release 3

State of South Dakota

Issued: 8-25-97

Effective: 8-18-97

5. EXCHANGE SERVICES

5.3 PRIVATE BRANCH EXCHANGE (PBX) TRUNKS

5.3.3 FLAT RATE TRUNKS

B.3.c. (Cont'd)

RATE GROUP I[1]

INCOMING AND DID TRUNKS	12 TO 35 MONTHS	36 TO 59 MONTHS	60 TO 84 MONTHS
1 - 20 trunks[2]	\$43.95 (1)	\$43.95 (1)	\$43.95 (1)
21 - 50 trunks[2]	42.70	41.95	41.45
51 trunks and over			
1 Qtr mile from CO	41.12	40.75	40.57
2 Qtr miles from CO	41.49	41.06	40.84
3 Qtr miles from CO	41.84	41.35	41.11
4 Qtr miles from CO	42.29	41.73	41.44
5 Qtr miles from CO	42.71	42.07	41.76
6 Qtr miles from CO	43.12	42.42	42.07
7 Qtr miles from CO	43.64	42.85	42.45
8 Qtr miles from CO	44.05	43.19	42.76
9 Qtr miles from CO	44.77	43.79	43.30
10 Qtr miles from CO	46.44	45.18	44.55
11 Qtr miles from CO	47.08	45.71	45.03
12 Qtr miles from CO	49.41	47.66	46.78
13 Qtr miles from CO	51.14	49.10	48.08
14 Qtr miles from CO	51.81	49.66	48.58
15 Qtr miles from CO	53.01	50.66	49.48
16 Qtr miles from CO	55.62	52.83	51.44
17 Qtr miles from CO	56.40	53.49	52.03
18 Qtr miles from CO	57.04	54.02	52.51
19 Qtr miles from CO	57.64	54.51	52.95
20 Qtr miles from CO[3]	60.79 (1)	57.14 (1)	55.32 (1)

[1] EAS rates apply in addition to the Rate Stabilized Flat PBX Trunk.

[2] Any additional rate increments are not applicable for distance-sensitive Rate Stabilized flat PBX trunk.

[3] All Rate Stabilized trunks beyond this increment will be priced on an individual case basis.

U S WEST COMMUNICATIONS, INC.

Exchange and Network Services Tariff

SECTION 5

Page 85

Release 5

Effective: 8-18-97

State of South Dakota

Issued: 8-25-97

5. EXCHANGE SERVICES

5.3 PRIVATE BRANCH EXCHANGE (PBX) TRUNKS (Cont'd)

5.3.6 NETWORK ACCESS REGISTER (NAR)

A. Description

Network Access Registers permit the dialing of exchange and MTS calls to and from a *CENTRON*/Centrex Plus system. The number of simultaneous calls between the exchange or MTS network and a *CENTRON*/Centrex Plus system is limited by the number of NARs to which the customer subscribes. These facilities may be provided as two-way, one-way incoming, one-way outgoing or a combination thereof.

B. Rates and Charges

1. Nonrecurring Charges

	USOC	NONRECURRING CHARGE[1]
• In-only, each	EQB	\$10.00
• Two-way, each	EQA	10.00
• Out-only, each	EQC	10.00
• Out-only Hotel Guest, each	EQD	10.00

2. Monthly Rates

	MONTHLY RATE PER RATE GROUP				
	A	C	E	G	I
• In-only NAR, each	\$23.65 (1)	\$25.80 (1)	\$28.30 (1)	\$32.05 (1)	\$33.70 (1)
• Two-way, out-only and out-only Hotel Guest NARs, each	28.00 (1)	30.40 (1)	33.20 (1)	37.35 (1)	39.15 (1)

	MONTHLY RATE PER RATE GROUP[1]	
	B	D
• In-only NAR, each		
- BRA	\$20.90	\$23.05
- OBRA	23.90	26.05
• Two-way, out-only and out-only Hotel Guest NARs, each[2]		
- BRA	25.25	27.65
- OBRA	28.25	30.65

[1] Applies to establish Network Access Registers.

[2] Includes Touch-Tone rate.

375

U S WEST COMMUNICATIONS, INC.
Exchange and Network
Services Tariff

SECTION 5

Page 94

Release 3

State of South Dakota

Issued: 8-25-97

Effective: 8-18-97

5. EXCHANGE SERVICES

5.5 PUBLIC COMMUNICATIONS SERVICE - COIN AND COINLESS

(T)

5.5.7 PUBLIC ACCESS LINE SERVICE (Cont'd)

D. Rates and Charges

1. The "local message" from PAL Service served by a given exchange is a completed local call, originating at such service and terminating at any service which may be called, without toll charge, from all other service served by the exchange concerned.

2. Charges for Basic PAL Service are as follows:

(a) Rate Groups A, C, E, G and I

	USOC	NONRECURRING CHARGE	MONTHLY RATE
• Flat			
- Two-way	1KY	\$80.00	\$35.65 (I)
- Outgoing only	1GY	80.00	35.65 (I)
• Message[1]			
- Two-way	17Q	80.00	23.65 (I)
- Outgoing only	16Q	80.00	23.65 (I)

- [1] Usage charges exceeding \$20.00 per line within a monthly billing period will be discounted 30%.

U S WEST COMMUNICATIONS, INC.
Exchange and Network
Services Catalog

SECTION 5

Page 47

Release 6

Effective: 8-18-97

State of South Dakota
Issued: 8-25-97

5. EXCHANGE SERVICES

5.5 PUBLIC COMMUNICATION SERVICE - COIN AND COINLESS
5.5.2 SEMIPUBLIC TELEPHONE SERVICE (Cont'd)

C. Rates and Charges

1. Refer to individual exchanges in the Exchange and Network Services Tariff for applicable Rate Groups and exceptions.

USOC	NON- RECURRING CHARGE	MONTHLY RATE PER RATE GROUP				
		A	C	E	G	I
ISP.852	\$80.00	\$27.25 (I)	\$29.65 (I)	\$32.45 (I)	\$36.60 (I)	\$38.40 (I)

USOC	NON- RECURRING CHARGE	MONTHLY RATE PER RATE GROUP[1]	
		B	D
• BRA	ISP.852	\$80.00	\$23.60
• OBRA	ISP.852	80.00	\$26.00

2. Message Charges

- a. The rates for toll messages from a public telephone are the established toll rates specified in 6.2.1.
- b. Applicable Directory Assistance is found in 6.2.4 of the Exchange and Network Services Tariff. Operator Service Charges found in 6.2.1 of this Catalog and 6.2.1 of the Exchange and Network Services Tariff, apply as appropriate.

c. Local message

	CHARGE
• Each	\$0.25

- [1] See Rates and Charges specified in 5.4.2 of the Exchange and Network Services Tariff for applicable Touch-Tone charges.

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA**

IN THE MATTER OF THE INVESTIGATION OF)	FINDINGS OF FACT AND
U S WEST COMMUNICATIONS, INC.'S)	CONCLUSIONS OF LAW
SERVICE QUALITY PERFORMANCE)	AND ORDER DENYING
)	TARIFF REVISIONS;
IN THE MATTER OF THE FILING BY U S)	NOTICE OF ENTRY OF
WEST COMMUNICATIONS, INC. FOR)	ORDER
REVISIONS TO ITS EXCHANGE AND)	TC97-016
NETWORK SERVICES TARIFF AND)	
EXCHANGE AND NETWORK SERVICES)	TC97-049
CATALOG)	

On February 20, 1997, the Public Utilities Commission (Commission) opened a docket to review U S WEST Communications, Inc.'s (U S WEST) service quality performance pursuant to the Commission's Order Approving Stipulation and Addendum in Docket TC94-121. In Docket TC94-121 the Commission approved a rate increase for residential and business basic local exchange service. The Commission also decided that a proposed second increase may be implemented at the end of 18 months from the first increase upon review of U S WEST's service quality performance. The Commission directed the Commission Staff to review U S WEST's service quality performance at the end of 12 months following the effective date of the increase allowed in TC94-121.

On February 20, 1997, the Commission electronically transmitted a copy of the Order Opening Docket and the intervention deadline of March 7, 1997, for Docket TC97-016 to interested individuals and entities. On February 25, 1997, MCI Telecommunications Corporation (MCI) filed a Petition to Intervene, and on March 4, 1997, AT&T Communications of the Midwest, Inc. (AT&T) filed a Petition to Intervene. By Order dated April 28, 1997, the Commission granted both Petitions to Intervene. A procedural schedule for testimony and a hearing on this matter was scheduled.

On April 30, 1997, the Commission received a filing by U S WEST that reflected the second phase of increases. An intervention deadline of May 16, 1997, was established and MCI and AT&T each filed timely petitions to intervene. The Commission considered the Petitions to Intervene in Docket TC97-049. On June 3, 1997, at a duly noticed meeting, the Commission granted both Petitions to Intervene. Staff recommended that the Commission consolidate TC97-016 and TC97-049 as they are closely related and interdependent on each other. No parties objected to the consolidation. The Commission consolidated Dockets TC97-016 and TC97-049.

On May 20, 1997, the Commission issued its Amended Order for and Notice of Procedural Schedule and Hearing scheduling a hearing for June 12-13, 1997. The hearing was commenced as scheduled. The Commission continued the hearing so that the parties and the Commission could identify any outstanding issues once the June 12, 1997, transcript became available. The procedure established by the Commission permitted U S WEST to draft a list of the issues and witnesses it believed were relevant to complete the hearing based upon concerns and questions raised by the Commission during the June 12, 1997, hearing.

378

On July 1, 1997, U S WEST filed a letter setting forth its additional witnesses and the issues to be addressed by those witnesses. By Order dated July 7, 1997, the Commission scheduled a hearing to be held on July 16, 1997, and ordered that the letter submitted by U S WEST identifying additional witnesses and issues would be adopted. The Commission also ordered that an ex parte exhibit submitted to the Commission would be considered at that time. The hearing was held as scheduled. At the conclusion of the hearing, the parties agreed to submit proposed Findings of Fact and Conclusions of Law. U S WEST filed its Findings of Fact and Conclusions of Law on August 4, 1997.

On August 18, 1997, at its regularly noticed and scheduled meeting, the Commission considered whether, based upon the Commission's investigation of U S WEST's service quality performance, a second rate increase scheduled to be implemented at the end of 18 months from the first increase, may be implemented (in whole or in part), delayed or rejected and whether to approve the tariff revisions.

The Commission having considered the pleadings, evidence introduced at the hearings, arguments of counsel, and being fully advised, now makes and enters its Findings of Fact and Conclusions of Law as follows:

FINDINGS OF FACT

1. U S WEST is a Colorado corporation providing local exchange telecommunications service, interexchange carrier access, intraLATA interexchange telecommunications services, and other telecommunications services throughout South Dakota.

2. On February 20, 1997, the Commission opened a docket to review U S WEST's service quality performance pursuant to the Commission's Order Approving Stipulation and Addendum in Docket TC94-121. In Docket TC94-121, the Commission approved a rate increase for residential and business basic local exchange service effective February 12, 1996, and also decided that a proposed second increase may be implemented at the end of 18 months from the first increase upon review of U S WEST's service quality performance. The Commission further directed Commission Staff to review U S WEST's service quality performance at the end of 12 months following the effective date of the increase.

3. AT&T and MCI filed Petitions to Intervene in TC97-016 which were granted by the Commission at its April 15, 1997, meeting.

4. On April 30, 1997, the Commission received a tariff filing by U S WEST that reflected the second phase of rate increases proposed by U S WEST to its Exchange and Network Services Tariff and its Exchange and Network Services Catalog, this filing was designated Docket TC97-049.

5. MCI and AT&T filed Petitions to Intervene in TC97-049 which were granted by the Commission at its June 3, 1997, meeting. The Commission also consolidated Dockets TC97-016 and TC97-049 at its June 3, 1997, meeting.

6. The program of investment to be made by U S WEST in network infrastructure that was approved in TC94-121 is as follows:

Time Frame for Capital Deployment

Type of Service	Capital Deployment	
	Begin	End
1. CLASS	1996	1997
2. Single Party Service	1996	2000
3. South Dakota Infrastructure Plan		
SMAS (Special Metallic Access Systems)	1996	1998
DACS (Digital Access & Cross Connect System)	1996	1999
SONET Multiplexers	1996	1998
Frame Relay	1996	1997
ATM Switches	1996	1997
Local Fiber Distribution	1996	1999
RSM (Remote Switch Modules)	1996	1997
Internet Service	1995	1996
4. Distance Learning	1996	1996

The estimated cost of these investments was approximately 25 million dollars.

7. The installation of CLASS services was completed in May 1997, approximately seven and one half months ahead of schedule. (Exhibit 1, pg. 12; Exhibit 2, pg. 4).

8. Single Party Service, which is to be completed by year-end 2000, began in 1996, and approximately 25% of the changeover will be completed by year-end 1997. (Exhibit 2, pg. 4; Exhibit 5, pg. 5).

9. The Special Metallic Access Systems (SMAS) which was to be deployed by 1998, was completed in 1997. (Exhibit 3, pg. 4; Transcript of June 12, 1997, hearing, pg. 228).

10. The Digital Access and Cross Connect System (DACS), which was to be added by year-end 1999, in Huron, Rapid City, Watertown, and Yankton, has been installed in Rapid City but not yet turned up. (Exhibit 2, pg. 4).

11. SONET Multiplexers, which were to be installed by year-end 1998, were completed in 1996. The SONET rings were tested both by U S WEST technicians as well as a flood in March 1997. The technology worked in both cases. (Hearing Transcript of July 16, 1997, pg. 9; Exhibit 5, pg. 6; Exhibit 11).

12. Frame Relay, which was scheduled for deployment by year-end 1997, was completed in 1996. (Exhibit 1, pg. 12; Exhibit 2, pg. 5).

13. ATM Switches are due for completion by year-end 1997, which is in accordance with the Investment Plan. (Exhibit 1, pg. 12; Transcript of June 12, 1997, pg. 229).

14. The local fiber distribution installation is to be completed by 1999. Engineering and installation of the fiber has begun in Watertown. (Hearing Transcript of June 12, 1997, pg. 105; Exhibit 2, pg. 5)

15. The Remote Switch Modules (RSM) are to be placed in Recfield and Mitchell by year-end 1997, in accordance with the Investment Plan. (Exhibit 2, pg. 5; Hearing Transcript of June 12, 1997, pg. 229).

16. Internet service was deployed in all U S WEST exchanges by year-end 1996, in accordance with the Investment Plan. (Exhibit 2, pg. 5; Hearing Transcript of June 12, 1997, pg. 229).

17. The Distance Learning Initiative was available to 36 school districts. This initiative provides for U S WEST to make \$1.7 million available to public schools in its exchange territory. As of May 28, 1997, 19 school districts had the work completed, 5 were scheduled for work, 11 were pending, and one district declined participation. U S WEST had donated 2,774 labor hours of services that were not charged against the investment plan. (Exhibit 1, pg. 13; Exhibit 2, pg. 5).

18. Commission Staff analyst Rislov testified that Staff did not identify any specific source of funding that was to be used by U S WEST to fund the investment plan and it was not contingent on any specific funding mechanism. (Hearing Transcript of June 12, 1997, pg. 140).

19. The Stipulation and Addendum in Docket TC94-121 between Commission Staff and U S WEST which was subsequently approved by the Commission on January 8, 1996, does not provide that a price regulation plan was granted in return for U S WEST's participation in the investment plan. (Exhibit 7).

20. The Commission has reviewed U S WEST's service quality performance at the end of 12 months from the effective date of the first increase.

21. Commission Staff analyst Harlan Best summarized U S WEST's monthly quality of service using a methodology previously agreed to by Staff and U S WEST in Docket TC94-121. The Commission however had rejected this methodology in Docket TC94-121 and this fact was acknowledged by witness Best. (Hearing Transcript of June 12, 1997, pgs. 170-180, filed under seal due to confidentiality, Exhibit 3 with Attachments A and B, filed as Confidential pursuant to ARSD 20:10.01.39 et seq.)

22. Even using the rejected methodology, overall quality of service has deteriorated. (Hearing Transcript of June 12, 1997, pgs. 170-180, filed under seal due to confidentiality, Exhibit 3 with Attachments A and B, filed as Confidential pursuant to ARSD 20:10.01.39 et seq.)

23. U S WEST had more outages and more lines affected by those outages in 1996, than in 1995. (Exhibit 6, Attachment A, filed as Confidential pursuant to ARSD 20.10.01.39 et seq.)

24. Consumer contacts received by the Commission regarding U S WEST went up substantially for 1996, when compared to 1995, if the contacts regarding the issue of Black Hills extended area service were removed from the 1995 numbers. (Hearing Transcript of June 12, 1997, pgs. 200-201; Exhibit 6, Attachment E).

25. Sixty-seven (67) complaints were received by the Commission for missed commitments by U S WEST to residential customers in 1996, as compared to 79 in 1995; 30 complaints were received by the Commission for missed commitments by U S WEST to business customers in 1996, as compared to 21 in 1995. (Exhibit 6, Attachment F).

26. As provided in Docket TC96-174, the Commission took judicial notice of the complaint proceedings and its determination that U S WEST failed to take the necessary steps to provide service to Cathy Feickert in a timely manner. U S WEST was held liable to Cathy Feickert for damages sustained due to U S WEST committing an unlawful or unreasonable act, rate, practice, or omission by not providing service to her in a timely manner.

27. The Commission received 62 complaints in 1996, regarding service repair reports for residential customers as compared to 26 complaints in 1995; the Commission received 12 complaints for service repair reports for business customers in 1996, as compared to 5 complaints in 1995. (Exhibit 6, Attachment G).

28. The Commission's Director of Consumer Affairs, LaNiece Healy testified that on a comparative basis, the number of complaints received by the Public Utilities Commission regarding missed commitments and service repair problems should be significantly fewer than those received by U S WEST. (Hearing Transcript of June 12, 1997, pgs. 203-204).

29. The Commission's Director of Consumer Affairs, LaNiece Healy further testified that response times, turnaround times, and results that she observed in her dealings with U S WEST as Director of Consumer Affairs for the Public Utilities Commission, have not improved over the last couple of years. (Hearing Transcript of June 12, 1997, pg. 207).

30. U S WEST failed to adequately maintain its SLC-96 system serving the Junius exchange causing customers to be without telecommunications services on at least 3 occasions. (Hearing Transcript of June 12, 1997, pgs. 230, 236, 237, 248, 254; Exhibit 5, pg. 7).

31. U S WEST did not have sufficient trunking capacity in the Sioux Falls exchanges in the summer and fall of 1996, causing slow dial tone and blocked calls for customers in those exchanges. (Exhibit 5, pg. 8).

32. The Commission finds upon its review of U S WEST's service quality performance, that the performance of U S WEST is unsatisfactory based upon the foregoing Findings of Fact.

33. Pursuant to the Stipulation and Addendum approved by the Commission on January 8, 1996, the Commission grants an increase of ninety (90) cents to the business lines and trunks as identified in TC97-049 to reflect the second portion of the charge for touchtone service.

34. Pursuant to the Stipulation and Addendum approved by the Commission on January 8, 1996, the Commission grants an increase of ninety (90) cents to the public access line service as identified in TC97-049 to reflect the second portion of the charge for touchtone service.

35. Pursuant to the Stipulation and Addendum approved by the Commission on January 8, 1996, the Commission grants an increase of sixty (60) cents to the residential rates as identified in TC97-049 to reflect the second portion of the charge for touchtone service.

36. Based upon the Commission's review of U S WEST's service quality performance, the Commission denies the remainder of U S WEST's proposed second increase to residential rates as identified in TC97-049.

37. The Commission disapproves the proposed revisions to U S WEST's Exchange and Network Services Tariff as filed in TC97-049.

38. The Commission rejects the proposed Findings of Fact and Conclusions of Law submitted by U S WEST.

Based on the foregoing Findings of Fact, the Commission now makes the following:

CONCLUSIONS OF LAW

1. That the Findings of Fact set forth above have been established by plain, clear and convincing evidence.

2. The Commission has jurisdiction over this matter pursuant to SDCL Chapters 1-26, 49-13 and 49-31.

3. The Stipulation and Addendum in Docket TC94-121 between Commission Staff and U S WEST which was subsequently approved by the Commission on January 8, 1996, does not provide that a price regulation plan was granted in return for U S WEST's participation in the investment plan.

4. The Commission finds that upon its review of U S WEST's service quality performance that the proposed second rate increase to residential local exchange services in excess of the \$0.60 charge for touchtone service, scheduled to be implemented at the end of 18 months from the first increase, shall not be approved.

5 Pursuant to the Stipulation and Addendum approved by the Commission on January 8, 1996, the Commission grants an increase of ninety (90) cents to the business local exchange service and PBX Trunks as identified in TC97-049 to reflect the inclusion of the second part of the charge for touchtone service

6 Pursuant to the Stipulation and Addendum approved by the Commission on January 8, 1996, the Commission grants an increase of ninety (90) cents to the Public Access Line service, as identified in TC97-049, to reflect the inclusion of the second part of the charge for touchtone service

7 Pursuant to the Stipulation and Addendum approved by the Commission on January 8, 1996, the Commission grants an increase of sixty (60) cents to residential local exchange services, as identified in TC97-049, to reflect the inclusion of the second part of the charge for touchtone service

8 The Commission disapproves the proposed tariff revisions to U S WEST's Exchange and Network Services Tariff as filed in TC97-049.

9 The Commission rejects the proposed Findings of Fact and Conclusions of Law submitted by U S WEST.

Pursuant to SDCL Chapter 1-26, the Commission hereby enters its final decision in this matter. It is therefore

ORDERED that pursuant to the Stipulation and Addendum approved by the Commission on January 8, 1996, the Commission grants an increase of ninety (90) cents to the business services proposed to be revised in TC97-049 to reflect the inclusion of the second part of the charge for touchtone service; it is further

ORDERED that pursuant to the Stipulation and Addendum approved by the Commission on January 8, 1996, the Commission grants an increase of ninety (90) cents to the Public Access Line service proposed to be revised in TC97-049 to reflect the inclusion of the second part of the charge for touchtone service; it is further

ORDERED that pursuant to the Stipulation and Addendum approved by the Commission on January 8, 1996, the Commission grants an increase of sixty (60) cents to the residential local service rates proposed to be revised in TC97-049 to reflect the inclusion of the second part of the charge for touchtone service; it is further

ORDERED that based upon the Commission's review of U S WEST's service quality performance, the Commission denies the remainder of U S WEST's proposed second increase to the residential rate; it is further

ORDERED that the Commission disapproves the proposed tariff revisions to U S WEST's Exchange and Network Services Tariff as filed in TC97-049; it is further

ORDERED that U S WEST, because of the tariff revisions necessitated by this Order, shall file tariff revisions to its Exchange and Network Services Tariff to reflect the Commission's order.

Pursuant to SDCL 1-26-32, these Findings of Fact and Conclusions of Law and Order Denying Tariff Revisions, and Notice of Entry of Order become effective 10 days after the date of receipt or failure to accept delivery of the decision by the parties.

NOTICE OF ENTRY OF JUDGMENT

PLEASE TAKE NOTICE that these Findings of Fact and Conclusions of Law and Order Denying Tariff Revisions, and Notice of Entry of Order, in consolidated Dockets TC97-016 and TC97-049 were duly entered on the 27th day of August, 1997, and filed in the Commission's Docket.

Dated at Pierre, South Dakota, this 27th day of August, 1997.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.

By

Date

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

James A. Burg
JAMES A. BURG, Chairman

Pam Nelson
PAM NELSON, Commissioner

Laska Schöenfelder
LASKA SCHÖENFELDER, Commissioner

Adm. Sec.

BOYCE, MURPHY, McDOWELL & GREENFIELD, L.L.P.
ATTORNEYS AT LAW

Jeremiah D. Murphy
Russell R. Greenfield
David J. Vickers
Gary J. Pahlitz
Robert R. Goldammer
Thomas J. Wilk
Terry W. Brundage
James E. McMahon
Douglas J. Hark
Michael S. McLaughlin
Gregg S. Greenfield
Tamara A. Wilka
Roger A. Suddock
Caroline A. Thompson
Lisa Hansen-Meyer

Norwest Center, Suite 600
101 North Phillips Avenue
Sioux Falls, South Dakota 57104
P.O. Box 5015
Sioux Falls, South Dakota 57117-5015

Telephone 605 336-2424
Facsimile 605 334-0618

Of Counsel
John R. McDowell

J. W. Boyce (1884-1915)
John S. Murphy (1924-1964)

November 17, 1997

Mary L. Erickson, Clerk
Hughes County Clerk of Courts
P.O. Box 1112
Pierre, SD 57501

Re: In the Matter of the Investigation of U S West Communications, Inc.'s Service Quality
Performance (TC97-016/TC97-049) Civ. 97-349
Our File No. 2104-97-016

Dear Ms. Erickson:

Enclosed for inclusion in the settled record in this case are copies of the following documents from docket No. TC96-174:

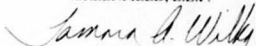
- (1) Transcript of Hearing (Feb. 18, 1997);
- (2) Findings of Fact, Conclusion of Law, Order and Notice of Entry of Order; and
- (3) Settlement.

The Commission took judicial notice of docket No. TC96-174 in this case.

I have spoken with counsel for the Commission and she has no objection to the inclusion of these items.

Sincerely yours,

BOYCE, MURPHY, McDOWELL &
GREENFIELD, L.L.P.



Tamara A. Wilka

TAW/vjj
Enclosures

cc: David Gerdes/Robert Sahr
Karen Cremer
Tom Welk

William Heaston
Jon Lehner

STATE OF SOUTH DAKOTA
CIRCUIT COURT, HUGHES CO.

FILED

NOV 18 1997

Mary L. Erickson CLERK
[Signature] Deputy

APR 1997

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA**

IN THE MATTER OF THE COMPLAINT FILED	)	FINDINGS OF FACT,
BY CATHY FEICKERT AGAINST U S WEST	)	CONCLUSIONS OF LAW,
COMMUNICATIONS, INC. REGARDING THE	)	ORDER AND NOTICE OF
INSTALLATION OF TELEPHONE SERVICE	)	ENTRY OF ORDER
	)	TC96-174

On September 30, 1996, the Public Utilities Commission (Commission) received a Complaint from Cathy Feickert, 38493-132 Street, Aberdeen, SD 57401 (Complainant) against U S WEST Communications, Inc. (U S WEST) alleging delays in installation of telephone service and excessive construction costs.

By order dated November 5, 1996, the Commission found probable cause of an unlawful or unreasonable act, rate, practice, or omission and ordered U S WEST to answer the complaint. U S WEST answered the complaint on November 22, 1996. A hearing on this matter was held on February 18, 1997.

The Commission having examined the evidence of record and being fully informed in the matter now makes the following Findings of Fact and Conclusions of Law:

FINDINGS OF FACT

I

In November of 1995, Complainant had a ready-built home moved on to her land Tr. at 9, lines 1-3. This is located one mile and a half west of the Ramkota in Aberdeen, SD. Id., lines 20-22.

II

In the first part of December, 1995, Complainant inquired about telephone service and put in an order for telephone service. Id., line 22 to 10, line 3. The Complainant was informed by U S WEST that there would be no problem getting service and that there would be no additional charge to Complainant. Tr. at 10, lines 4-11.

III

In January of 1996, Complainant called U S WEST to ensure all information gathered was correct. Id., lines 12-14. Complainant informed U S WEST that there was no prior service at this new home. Id., lines 13-14.

IV

In February, Complainant called to make arrangements for dual service. An order was put in for a connection date of February 23, 1996. Id., lines 18-21.

V

On February 26, 1996, Complainant called U S WEST to inquire why she did not have dual service at her new home. Id., lines 22-25. Complainant was informed that there weren't any lines available and that she would have to pay an excess construction fee of approximately \$1,100.00 before U S WEST would install telephone service. Id., line 24 to 11, line 6. This fee was later reduced to \$570.84. Tr. at 11, lines 5-6.

VI

The Complainant moved into her new home on April 6, 1996. Tr. at 32, lines 2-3.

VII

During the months of April, May, and June of 1996, Complainant contacted numerous people at U S WEST inquiring why she was not getting telephone service at her new home. Tr. at 11, lines 20-23. She was informed that no work was to begin until U S WEST was able to secure signed easements, that U S WEST did not have the cable, and that she needed to pay the excess construction fee. Id., line 23 to 12, line 3. However, she did not receive the bill for the excess construction fee until May of 1996 and she paid it before the due date. Tr. at 11, lines 12-15.

VIII

U S WEST testified that permission was needed to lay cable across land and that steps were taken to seek a right-of-way. Tr. at 75, lines 10-16. The parties owning the land lived outside of South Dakota. Id., lines 17-22. The firm hired for U S WEST to get the right-of-way and perform the work attempted to secure the signed agreements from the two landowners. Id., line 23 to 76, line 3, Tr. at 77, lines 6-8.

IX

The Complainant and her husband were forced to use a cellular phone from husband's business to handle personal as well as business obligations. Tr. at 14, line 7. Complainant also had to make numerous trips to town because the use of the cellular phone was not feasible. Tr. at 13, lines 2-3.

X

U S WEST offered Complainant the use of a cellular phone during the latter part of June, 1996. Tr. at 12, lines 6-8. Complainant refused this offer based on the fact that Complainant and husband were going to be on vacation in Canada. Id., lines 8-17. U S WEST reimbursed Complainant \$180.00 for usage of her husband's cellular business phone. Tr. at 15, line 23 to 16, line 3.

XI

Complainant was without telephone service for 81 days. Tr. at 14, lines 20-21.

XII

Due to lack of telephone service at the new home, Complainant incurred expenses for postage, mailings, mileage to and from work, and other business-related expenses, in the amount of \$1274.97. Exhibit 4, Tr. at 13, lines 1-25.

CONCLUSIONS OF LAW

The Commission has jurisdiction over this matter pursuant to SDCL Chapters 1-26, 49-13, 49-31, and ARSD 20 10 01.

I

Pursuant to SDCL 49-13-14.1, a telecommunications company that permits any act or thing, or omits to do any act or thing required to be done, is liable to the person injured thereby for the amount of damages sustained in consequence of any such violation.

II

U S WEST failed to take the necessary steps in providing service to the Complainant in a timely manner. Pursuant to SDCL 49-13-14.1, U S WEST is liable to Complainant for damages sustained due to U S WEST committing an unlawful or unreasonable act, rate, practice, or omission by not providing service to the Complainant in a timely manner.

III

The Commission finds that U S WEST committed an unlawful or unreasonable act, rate, practice, or omission by not providing service to the Complainant in a timely manner, and shall pay the Complainant \$1274.97 in damages.

Based on the foregoing Findings of Fact and Conclusions of Law, It is therefore

ORDERED, that U S WEST shall pay the Complainant \$1274.97 in damages incurred for lack of phone service.

ORDERED, that this record be included in docket TC97-016, which has been opened to review of U S WEST's service quality performance.

Pursuant to SDCL 1-26-32, this Final Decision and Order becomes effective 10 days after the date of receipt or failure to accept delivery of the decision of the parties.

NOTICE OF ENTRY OF ORDER

PLEASE TAKE NOTICE that this Final Decision and Order in Docket TC96-174 was duly entered on this 2nd day of April, 1997 and filed in the Commission's dockets.

Dated this 2nd day of April, 1997.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.

By Aldene Kalbo

Date 4/2/97

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

James A. Burg
JAMES A. BURG, Chairman

Pam Nelson
PAM NELSON, Commissioner

Laska Schoenfelder
LASKA SCHOENFELDER, Commissioner

Recd
11-18-97

I, Cathy Feickert, received from U S WEST Communications the amount of \$1,274.97 and have been fully paid for the judgment from the South Dakota Public Utilities Commission dated April 2, 1997.

Cathy Feickert
Signed

4/21/97
Date

0142.28.34.3

10

WEST
COMMUNICATIONS 1-800-4-A-1021

Date 06/07/97 No. 0001060882

COMMUNICATIONS
ONE THOUSAND TWO HUNDRED SEVENTY FOUR DOLLARS AND NINETY SEVEN CENTS

Payable NORWEST BANK
GRAND JUNCTION, N.O.A.

Pay \$600,000,276.97*

INSTRUMENT COMMUNICATIONS

1001060882

To the
order of

CATHY FEICKERT
38493-132ND ST
ABERDEEN SD 57201
UNITED STATES

Author's Signature

00084002 909 :1816001201: 2880301000-

NEXT

DOCUMENT (S)

DISREGARD

BACKGROUND

WEST
COMMUNICATIONS 1021 Date 06/07/97 NL 0001060862
 ONE THOUSAND TWO HUNDRED SEVENTY FOUR DOLLARS AND NINETY SEVEN CENTS
 WEST BANK
 GRAND JUNCTION, N.A.
 0001060862
 Pay **Seventy Four**
 Will I ever miss you?
 WEST COMMUNICATIONS
 EATY RESCUE
 1000-1000
 ABERDEEN 20 1700
 UNITED STATES
 0001060862 0001060862 000 200 1000
 0000127497

24765511



Paul
1/18/97

THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

-----)
)
IN THE MATTER OF THE COMPLAINT)
FILED BY CATHY FEICKERT AGAINST)
U S WEST REGARDING THE INSTALLATION) TC96-174
OF TELEPHONE SERVICE)
)
-----)

HEARD BEFORE THE PUBLIC UTILITIES COMMISSION

PROCEEDINGS:

February 18, 1997
12:00 P.M.
Floyd Matthews Training Room
Foss Building
Pierre, South Dakota

PUC COMMISSION:

Jim Burg, Chairman
Laska Schoenfelder, Commissioner
Pam Nelson, Commissioner

COMMISSION STAFF
PRESENT:

Rolayne Ailts Wiest
Camron Hoseck
Harlan Best
Steve Wegman
Tammi Stangohr
Leni Hook

Reported by: Lori J. Grode, RMR

A P P E A R A N C E S

For US West: Thomas J. Welk
P.O. Box 5015
Sioux Falls, South Dakota,
57117-5015

For Complainant: Pro Se

I N D E X

<u>Witness</u>	<u>Page</u>
Cathy Feickert	8
Colleen Sevold	46
Harvey Wolff	69
John Hemmerling	106
Dan Cavanaugh	146
Tammi Stangohr	151

P R O C E E D I N G S

1 THE CHAIRMAN: Okay. We will get the meeting
2 started. I will be the hearing officer for Docket
3 TC96-174, In the Matter of the Complaint Filed by Cathy
4 Feickert Against U S West Communications.
5

6 This is the time, 12:00 noon. The date is
7 February 18th, 1997. The location of the hearing is in
8 the Floyd Matthews Training Room at the Foss Building,
9 523 Capitol, Pierre, South Dakota. I am Jim Burg,
10 Commission Chair. Commissioners Schoenfelder and Pam
11 Nelson are also present. I'll be presiding over this
12 hearing. The hearing was noticed pursuant to
13 Commission's Amended Order for the Notice of Hearing
14 issued February 14, 1997.

15 The issue at this hearing is whether U S West
16 committed an unlawful or unreasonable act, rate,
17 practice, or omission. All parties have the right to
18 be present and to be represented by an attorney. All
19 persons so testifying will be sworn in and subject to
20 cross-examination by the parties. The Commission's
21 final decision may be appealed by the parties.

22 Rolayne will act as Commission counsel. She
23 will provide recommended rules in procedural and
24 evidentiary matters. The Commission may overrule its
25 counsel's preliminary rules throughout the hearing. If

1 not overruled, the preliminary rules will become final
2 rules.

3 At this time we'll take appearances. Cathy
4 Feickert, you're appearing on behalf of your own case.

5 MS. FEICKERT: Yes, I am.

6 THE CHAIRMAN: U S West?

7 MR. WELK: Tom Welk from Sioux Falls
8 representing U S West.

9 THE CHAIRMAN: Are there any opening
10 statements? Excuse me, staff.

11 MR. HOSECK: Camron Hoseck on behalf of
12 staff.

13 THE CHAIRMAN: Are there any opening
14 statements?

15 MR. WELK: Ms. Feickert goes first.

16 THE CHAIRMAN: Okay. I'm going to let
17 Rolayne do the hearing part of it.

18 MS. WIEST: Okay. Ms. Feickert, do you have
19 any opening statements before we start taking
20 testimony?

21 MS. FEICKERT: I don't believe so.

22 MS. WIEST: Mr. Welk?

23 MR. WELK: Yes, I do. I want to thank the
24 Commission and Ms. Feickert for changing the time for
25 the hearing. As the Commission is aware, I had a

1 Supreme Court argument that just concluded. And I
2 appreciate the courtesy of allowing me to have the
3 hearing continued.

4 Commissioners, this case is an embarrassing
5 case for U S West. You're not going to hear us
6 complain and try to make a lot of excuses in this
7 case. We don't like to be here in front of you with
8 our customers. We're in the business of providing
9 service. We made some mistakes in this situation,
10 which I'm sure we fully explored. We screwed up when
11 we told Mrs. Feickert that she was going to get a phone
12 by February 23rd. She shouldn't have been told that.
13 She should have been told what the problems were and of
14 the facilities problems of getting that. And we accept
15 responsibility. She wasn't treated appropriately
16 regarding those communications.

17 And we're not going to sit here and try to
18 explain those things away. There were some things and
19 one finally the company knew that there was a problem
20 that started after the end of February. There were
21 some mitigating circumstances as to why she didn't get
22 her service.

23 First of all, you need to understand this is
24 an extended facility situation where there weren't
25 existing facilities. U S West had to first of all

1 determine how it could provide the facilities, engineer
2 it. There was an excess construction charge. She had
3 to agree to pay the charge. That's what's required.
4 But they didn't stop engineering because of what had
5 happened until she paid the charge. They went on and
6 started to engineer the situation. They got the
7 engineering. They started working on it right away.

8 There was a significant right-of-way problem
9 here. You don't expect U S West to trespass over
10 private lands. The right-of-way had to be secured from
11 people on both coasts of the United States. It took a
12 period of time. We've got an engineer to explain to
13 you what happened, you know, why it took that long.

14 And she had her phone ready to be spliced on
15 June 19th. She was out of town and didn't want the
16 service until June 25. And so her contention, as I
17 understand her papers, is that she was out of --
18 although she always had cellular service, she didn't
19 get what she wanted and that's her service from
20 approximately April 'till June.

21 And we're going to explain, but I'm going to
22 tell you we're not going give a lot of excuses about
23 what happened because this is not the way we want our
24 customers treated. As I said, we believe this is an
25 isolated incident. You're going to hear evidence --

1 I'm going to put Colleen on and have her talk about how
2 many orders we process a month. U S West processes
3 five to 6,000 new orders a month.

4 This is a case -- it's an embarrassing case,
5 but when you look at the company and what's it's doing,
6 I wish we could say that the Cathy Feickert case was
7 never going to happen again. I'm not going to say
8 that. The company can't say that. This is a human
9 resource situation. Mistakes are going to get made.
10 We're going to be talking about the process, how it has
11 changed and hopefully will avoid it. I'm not going to
12 say it's always going to be avoided, but we're going to
13 talk about the processes.

14 And we hope Mrs. Feickert doesn't ever have
15 to come back again. She's entitled to present her
16 story, to talk about what happened. And we're not here
17 to embarrass Cathy Feickert. We don't think that she
18 was treated appropriately when she was told initially
19 what happened. We offered her compensation, and she
20 changed substantially on what she wanted for
21 compensation.

22 We had two different cellular phone programs
23 were available because of the timing here, and Colleen
24 is going to tell you about what was offered to her.
25 And we offered to pay all her cellular charges. And

1 she didn't return any phone calls to Colleen. And so
2 she's here, I guess, seeking compensation.

3 She's entitled to tell her story. You should
4 hear her story. We have people here to talk about, as
5 best we can, what happened. We're not going to bring
6 the customer service representatives here. We believe
7 that what she has stated is substantially true. We
8 don't deny that. We're going to talk about what
9 happened once we knew the problem was discovered and
10 talk about our processes and how we hope we can avoid
11 this in the future. That's all I have.

12 MS. WIEST: Mr. Hoseck?

13 MR. HOSECK: I have no opening. Thank you.

14 MS. WIEST: Ms. Feickert?

15 THE CHAIRMAN: Before we start, can I ask
16 what are we talking about? What is the difference
17 here? What is the remedy that is sought at this time
18 -- that is sought at this time?

19 MS. WIEST: I think if we listen to Ms.
20 Feickert, she can explain everything. Why don't you
21 come forward?

22 CATHY FEICKERT,
23 called as a witness, being first duly sworn,
24 was examined and testified as follows:

25 DIRECT EXAMINATION

1 MR. FEICKERT: Okay. In November we had a
2 ready-built home moved to our land, which is located at
3 38493 132nd Street.

4 MR. WELK: Let me ask one question. Are we
5 going to allow full narrative? We would not be going
6 through answer and question? Well, is Mr. Hoseck going
7 to ask her questions?

8 MS. WIEST: She doesn't have an attorney.
9 Mr. Hoseck isn't her attorney, and so she would be
10 allowed to present her case, unless you have an
11 objection.

12 MR. WELK: I just want to know are we
13 supposed to do the same thing too? Am I supposed to
14 ask questions of my witnesses like I would, or is it a
15 full narrative?

16 MS. WIEST: Yes, you can ask questions of
17 your witnesses and you'll have an opportunity to
18 cross-examine Ms. Feickert.

19 MR. WELK: Thank you.

20 MS. FEICKERT: Okay. We moved this home out,
21 which is more specifically a mile and a half west of
22 the Ramkota in Aberdeen. And the first part of
23 December I called U S West, and I called the phone
24 number in the book that says if you want to change
25 service or get new service. And I talked to the

1 operator, and I told her that this was a new residence,
2 that there was no service there and how we should go
3 about getting service.

4 And she asked when we were going to move in,
5 and I said probably not 'til April, and she said to
6 wait until closer to the time that we were going to
7 move in. And I asked her if there would be a charge,
8 and she said, no, there would be no additional charge.
9 And I did ask her if there was snow, what they would
10 do. And she should they would lay the cable on top of
11 the snow and dig it in the spring.

12 And so in January I called again and then I
13 gave them -- again I told her that there was no
14 previous service there. And I gave her the number of
15 the neighbor which is a half a mile to the east, which
16 was Allen Peck, and to give her a better idea of where
17 the location was.

18 And then in February I called to make
19 arrangements for dual service, and she took the order
20 and the dual service was to be started on Friday,
21 February 23rd, because we were going to start painting
22 and working in the home. And when we went out there on
23 that weekend, we did not have any service.

24 So on Monday, February 26th, I called and
25 that was when it kind of started that there was no

4 Then my husband called U S West. And after
5 numerous calls and whatever, the excessive construction
6 fee was dropped from about \$1,100 down to \$574.84. And
7 we signed an agreement. And on that agreement they
8 said that the contract price, together with the
9 adjustments and applicable tax, shall be billed upon
10 completion of the work. Nothing was said that I had to
11 pay the construction fee, the excessive construction
12 fee, in advance. And when U S West sent me the bill
13 for the construction fee, that bill was mailed -- well,
14 it says invoice date of 5-20, and the bill was due on
15 6-20. And I paid that before the due date. But there
16 was nothing said in February or March or April that I
17 had to pay that excessive construction fee before the
18 work began, and I did not have a bill to pay the fee
19 from.

20 So during the months of April, May and June,
21 you know, we kept calling U S West and talking to
22 people and trying to find out what the problem was of
23 why we weren't getting service. And some of the
24 reasons were because we didn't pay the excessive
25 construction fee, because they didn't have signed

1 easements, and because they were putting a 50-pair
2 transformer in and that had to be special ordered, so
3 on and so forth.

4 So, you know, we contacted them from December
5 of 1996 (sic) through -- we were still working with
6 them in June. And as far as their wanting to give us
7 the cellular, or when they were going to install the
8 phone, I was given the date of June 25th. And the
9 reason I didn't accept the cellular program is because
10 we were going to be on vacation in Canada from June
11 16th through the 23rd. So we were going to be gone
12 that week. And I figured if we were going to have the
13 phone on the 25th, what would be the point of applying
14 for that cellular phone service, going through all the
15 paperwork, because we would only have that phone
16 service the week that we weren't going to be there. So
17 I didn't see any point in that.

18 So I have a list here somewhere. My husband
19 has three printing businesses in Aberdeen, and one of
20 the businesses runs a 24-hour shift through the whole
21 cycle. And they print a magazine called Campnor
22 Magazine, and each run that they do every seven weeks
23 is two and a half million copies. And while they're
24 doing that 24-hour day shift, seven days a week, he
25 needs to have contact with that business.

1 So we figured up how many times approximately
2 that he had to make special trips from our house to
3 Midstates, which is located in the Aberdeen Industrial
4 Park, with mileage and an hourly rate for when that run
5 was done April 10th through the 25th, and it was also
6 done again May 29th through June 8th. And so I have
7 figures for that. And then also we were without a
8 phone 55 working days that he was not able to conduct
9 business after 5:00, which many of his businesses run
10 double and triple shifts, and he does need to be in
11 touch with them. So we took off the days of those two
12 runs, which was 26 days, and came up with 29 days that
13 left of other business days that he could not conduct
14 business after 5:00 and came up with a figure there.

15 And then also during this time my son
16 graduated, was a senior in high school. And we mailed
17 out invitations to have our reception at our house.
18 And I felt that I had to enclose stamped envelopes
19 because they could not RSVP by phone, so I enclosed
20 stamped envelopes. And then due to the rain, we could
21 not have the graduation reception at our house, so we
22 scheduled it at the Ramkota. So I had to mail out
23 another announcement telling them of the location
24 change, and so we had stamps and some figures for
25 that.

1 But there were a lot of other events that
2 went on during this time, including a 50th wedding
3 anniversary, family reunion, two birthdays, a business
4 trip to Canada, finalizing my mother's estates. Those
5 were just what went on in June. And it was really
6 difficult to try and do those things without having a
7 phone. Yes, we had a borrowed cellular phone, but at
8 the charge of 35, 40 cents a minute, that's not
9 something you'd want to conduct any business more than
10 a minute at a time. There were a lot of just events
11 with my son being in college and family members, you
12 know, whatever, trying to get ahold of you. And there
13 just was really no way for them to get in touch with
14 us.

15 And one very specific event was a very close
16 friend of mine in Sioux Falls had a stroke, and her
17 daughter tried for days to get ahold of me, and of
18 course all she got was the recording that says at the
19 customer's request, the phone has been disconnected.
20 Eventually she did get me at work, but it was very
21 difficult to be without a phone for 81 days.

22 MS. WIEST: Do you have anything else?

23 MS. FEICKERT: Not that I can think of.

24 THE CHAIRMAN: We can come back to you.

25 MS. FEICKERT: Okay. I'm nervous.

1 MS. WIEST: Mr. Welk, do you have any
2 questions?

3 MR. WELK: Yes, I do.

4 (HEARING EXHIBIT NO. 3 WAS MARKED
5 FOR IDENTIFICATION.)

6 MR. WELK: It's been marked as Exhibit 3.

7 MS. WIEST: What is it?

8 MR. WELK: That's a letter dated June 13th,
9 1996, to Roger Feickert from Colleen Sevold.

10 CROSS-EXAMINATION

11 BY MR. WELK:

12 Q. Good afternoon, Mrs. Feickert.

13 A. Hello.

14 Q. I've had the Court Reporter mark as Exhibit
15 3, which was a letter that Colleen Sevold wrote to your
16 husband on June 13th, 1996. And in that letter -- did
17 you receive that letter?

18 A. Yes.

19 Q. And is that your signature on the bottom of
20 it?

21 A. Yes, it is.

22 Q. I'm just trying to find out because I'm not
23 sure I understand what happened here. It appears in
24 the second paragraph of the letter from Miss Sevold
25 that U S West offered to reimburse you at a rate of

1 \$105.00 for the first month and \$75.00 per month or any
2 pro rata share until you have exchange service.

3 A. That's true, and I got that check.

4 Q. And there's a note on there \$180.00, and you
5 got that check from U S West?

6 A. Yes. That was dated June 16th, I believe.

7 Q. Now, on the bottom of this there is a
8 typewritten portion. Did you type that?

9 A. Yes, I did.

10 Q. And that states that this agreement is
11 acceptable only if it begins from the first month we
12 were without service, which was April 10th, 1996,
13 through June 25, 1996, which is the first day you
14 provided service. You signed it, dated it. And July
15 19 -- July 10th, 1996?

16 A. Right.

17 Q. Now, when you signed that on July 10th, 1996,
18 how much additional money were you requesting other
19 than the \$180.00?

20 A. All the cellular phone service, which was
21 \$350.87.

22 Q. What was it?

23 A. \$350.87. That was the total of our cellular
24 phone charges minus the monthly charge. That was just
25 the cellular charges.

1 Q. So on July 10th, 1996, you were willing to
2 accept a payment of \$350.87 from U S West to conclude
3 this matter; is that correct?

4 A. Yeah, I guess that's what it states, but they
5 didn't accept that. They only offered me just the
6 \$75.00 a month, not the actual calls. They were not
7 willing to pay for those.

8 Q. So in July you were willing to accept 350 and
9 your testimony was that U S West was only willing to
10 pay 180; is that correct?

11 A. Uh-huh.

12 Q. You have to answer affirmatively.

13 A. Yes.

14 Q. Did you have any conversations with Miss
15 Sevold of what this letter was sent to try to resolve
16 this matter?

17 A. Who's Mrs. Sevold?

18 Q. The person sitting at my left.

19 A. Yes. She called at work, yes. Yes. She
20 called either one or two times. And at that time it
21 was right before we were scheduled to go to hearing, so
22 I didn't want to accept anything because I had already
23 filed a formal Complaint.

24 Q. What did she offer you?

25 A. To go back to when we were going to have dual

1 service.

2 Q. Well, what did you perceive the offer that
3 Miss Sevold made to you?

4 A. The \$75.00 going back for February to March
5 and March to April. But I felt that that wasn't when
6 we wanted phone service. Phone service was from -- the
7 cellular phone charges are from April 10th to when we
8 received the phone. We didn't have any other phone
9 charge -- I probably should have gone back to February
10 because that's when I ordered dual service, but I was
11 still living in town so I had my other phone at home.

12 Q. Did Miss Sevold offer an additional of 180 to
13 pay all of your cellular charges?

14 A. No, not that I recall.

15 Q. You don't believe that she offered that to
16 you at any time?

17 A. I don't think so. I don't remember. I don't
18 remember the actual cost of the cellular charges being
19 part of the charges, no.

20 Q. Well, when you filed your Complaint with this
21 Commission, then you increased your request for damages
22 to \$1,551.00; is that correct? I have it in front of
23 and you I think the operative page --

24 A. Yes.

25 Q. And in that you requested cellular phone

1 charges of 350.87?

2 A. Correct.

3 Q. Less the 180 for a balance of \$170.00;
4 correct?

5 A. Yes.

6 Q. Then you also asked that the excess
7 construction fee in the amount of \$570.84 be eliminated
8 or returned to you?

9 A. Yes.

10 Q. Correct. And then you asked for compensation
11 for inconvenience and frustration payment of \$100 per
12 day times 81?

13 A. It was supposed to be \$10 a day. That's a
14 typo.

15 Q. Okay.

16 A. That comes up to \$810.00.

17 Q. So I couldn't -- I know I figured that was a
18 typo because the bottom said 1,551; correct?

19 A. Correct.

20 Q. So with this Commission you requested damages
21 of 1,551.71; is that correct?

22 A. That's correct.

23 Q. Now, all of the testimony that you gave today
24 about your husband's runs in and the stamped envelopes
25 and all that, is that all included in this, or is this

1 an additional amount?

2 A. Well, I itemized. When I itemized, it came
3 to more than the \$810.00.

4 Q. But this is the first time we've heard today
5 any of the itemizations or other things about your
6 husband's trips or the stamped envelopes. That's not
7 in anything anyplace that you filed with this
8 Commission?

9 A. No. This was a more itemized statement of
10 the \$810.00.

11 Q. So as when we walked into this hearing, what
12 U S West had looked at was your demand of \$1,551.00 and
13 had no knowledge of any of these other things you're
14 talking about today?

15 A. That's correct.

16 Q. So the first time we ever heard anything
17 about it is today?

18 A. Yes.

19 Q. After you signed Exhibit 3, which basically
20 would have been \$350.87, and between the time you filed
21 the formal Complaint with the Commission requesting
22 1,551, did you have any conversations with anybody who
23 suggested that you should increase the amount of the
24 damages you sought?

25 A. No.

1 Q. This was your change in number from 350 to
2 1,551?

3 A. I don't understand, 350.

4 Q. Well, I thought you just said that on Exhibit
5 3 that the amount that you were really requesting there
6 was \$350.87?

7 A. That was just for the cellular phone charges.

8 Q. Okay.

9 A. That just was for the cellular phone
10 charges.

11 Q. So in -- I'm going to get this clear. In
12 July, then, you wanted 350.87 plus the 180, or not the
13 180?

14 A. I'm getting confused. I had already received
15 the 180.

16 Q. So you wanted to keep the 180 and you wanted
17 the 350.87. That's what you wanted?

18 A. No, the difference.

19 Q. The difference. So you wanted 350.87 minus
20 180?

21 A. Yeah, like I have in the --

22 Q. For the formal Complaint?

23 A. Yes.

24 Q. I wasn't clear. I couldn't understand what
25 you were saying. But it's basically your first

1 computation in the formal Complaint?

2 A. Yes.

3 Q. So that would have been \$170.00?

4 A. And 87 cents.

5 Q. Now, during from the time of February until
6 service was put in in June, had you contacted the
7 engineering people at U S West? Have they been talking
8 to you about the problems that were being encountered
9 about the easements?

10 A. Yes.

11 Q. Who were you talking with?

12 A. Harvey Wolff is one of them.

13 Q. Have you ever met Mr. Wolff?

14 A. Yes. He was in my office.

15 Q. And you recognize he's here today?

16 A. Uh-huh.

17 Q. You have to answer yes or no.

18 A. Yes.

19 Q. And was Mr. Wolff telling you about the
20 problems they were running in with the right-of-way?

21 A. Yes.

22 Q. And the out-of-state people that he had to
23 deal with?

24 A. Yes.

25 Q. And would you expect U S West to have proper

1 right-of-way before they cross someone's land to lay
2 cable to your place?

3 A. Yes. But also, if you notice, there was a
4 lag of a month in there from the time that they started
5 the easements -- I mean that we requested dual service
6 before they even started the easements. The whole
7 month of March there was nothing done.

8 Q. But during the month of March were you
9 advised there was engineering was being done?

10 A. I can't say that I remember that, no.

11 Q. Don't you think it's reasonable that you have
12 to engineer the project before you decide the
13 right-of-way?

14 A. No. I'm not an engineer. I never thought of
15 that at all.

16 Q. But you just -- you think it's reasonable to
17 assume you just go out and cross somebody's land
18 without also showing how the project is going to go and
19 where the cable is going to go and where it should be
20 laid?

21 A. Well, I guess I felt that when I contacted
22 them in November and December, that they had ample time
23 to do that ahead of time.

24 Q. And I understand that. But you think it's
25 reasonable that one has to engineer it, get the

1 right-of-way?

2 A. Yes.

3 MR. WELK: Nothing further.

4 MS. WIEST: Mr. Hoseck?

5 MR. HOSECK: Yes.

6 CROSS-EXAMINATION

7 BY MR. HOSECK:

8 Q. Mrs. Feickert, for the record, are you
9 appearing here today at your own expense?

10 A. Yes, I am.

11 Q. Okay. And back to this time of from
12 essentially April, May, June of 1996, approximately how
13 many times did you or your husband, if you know,
14 contact U S West?

15 A. I would have to say, to the best of my
16 knowledge, at least a couple times a week.

17 Q. And so that would be approximately how many
18 times total?

19 A. Twelve times a month times three: 36.

20 Q. And the original order, or your original
21 first contact with U S West was in, I believe, you
22 said --

23 A. November, end of November.

24 Q. And then December. And that was of what
25 year?

1 A. 1996.

2 Q. 1996?

3 A. Uh-huh.

4 Q. The original?

5 A. '95, excuse me.

6 Q. And in your contacts with the employees of
7 U S West in April, May, and June of 1996, where were
8 these various people located that you talked to?

9 A. I'm not sure. I always called an 800 number
10 and so -- I do know I talked to a Joanne at St. Paul,
11 Darlene with U S West. I don't have any idea what
12 number I was getting.

13 Q. And where was Mr. Wolff located with U S
14 West?

15 A. North Dakota.

16 Q. In your conversations with the various
17 employees of U S West, were there any reasons given to
18 you for the delay in the delivery of the service to
19 you?

20 A. At one point they said that there was someone
21 retiring in the North Dakota office and that they were
22 short staffed.

23 Q. I want to go over the damages issue here that
24 you've briefly talked about previously. And I think
25 Mr. Welk has adequately discussed the cellular issue.

1 But I would like to go into the, for lack of better
2 words, the inconvenience and frustration aspect of your
3 claim. With regard to -- and you've testified earlier
4 that you had some expenses with regard to graduation of
5 one of your children?

6 A. Uh-huh.

7 Q. Specifically what were the charges that were
8 incurred by you in handling these mailings that you had
9 to go through?

10 A. For my son? I came up with a total of
11 mailing 75 invitations at 32 cents was \$24.00 to put
12 the return in because they could not RSVP by phone.
13 And then when I had to change the location, I had to
14 type up another notice paper times stamps. We used the
15 figure of \$1.50 each times 75 invitations for 112.50.

16 Q. So what was the total that you incurred in
17 that?

18 A. For the graduation expense was 136.50.

19 Q. Now, you also mentioned some costs that were
20 incurred in your husband keeping track of his business
21 and some inconvenience that was experienced in that
22 regard. Would you go through the details of your
23 calculations for the Commission on that, please?

24 A. Okay.

25 MR. WELK: Can I have a standing objection?

1 I've never heard this or seen anything on this. This
2 is not part of the Complaint.

3 MS. WIEST: We'll give you a standing
4 objection.

5 A. It was to itemize the general \$810.00 and not
6 just have one lump sum to have a specific of how we
7 came up with that. The one production run from April
8 10th to the 25th, that shift runs 24 hours a day. It's
9 16 miles round trip from our house to Midstates
10 printing plant, which is located in the Aberdeen
11 Industrial Park. And we figured the run is 15 days,
12 and taking even half of the days, which would be seven
13 trips times 16 miles was 112 miles times 30 cents was
14 \$33.60 for mileage. And it takes him approximately 45
15 minutes to an hour to get to and from, figuring \$35.00
16 per hour times seven trips was \$245.00. And the other
17 run was from May 29th to June 8th. And using the same
18 calculation of that was 11 day run using five trips,
19 half of the trips, 80 miles times 30 cents was \$24.00,
20 and five trips at one hour of \$35.00 an hour was
21 \$175.00. And then there was, like I said, 55 working
22 days that we were without a phone where he needed much
23 of that time to be conducted after 5:00 p.m. And so at
24 a conservative rate of half of the remaining days of 29
25 days would be 14 days, times one hour, came up to

1 \$490.00. So the total for the business was \$967.60.

2 Q. And so what is the total amount that you're
3 asking this Commission to award you as part of your --

4 A. The original one was 1,551.71. When we
5 itemized it for specifics, it came up to \$1,845.81, so
6 it is a little higher.

7 Q. And are you still including in your request
8 for payments the excess construction fees; is that
9 correct?

10 A. Excessive construction fee and the cellular
11 phone charges, the graduation, and the business
12 expense, for a total of \$1,845.81.

13 Q. One final question, Mrs. Feickert: Why are
14 you appearing here today?

15 A. Because it was very frustrating being without
16 a phone for 81 days, and I thought that was a little
17 excessive. Not only was it difficult for my husband to
18 manage his businesses, but it was difficult just to run
19 daily life. I have two teenagers. I work. We had a
20 lot of things. It was an extremely busy summer. I
21 just would hate to think that anybody else would have
22 to wait 81 days to have a telephone.

23 MR. HOSECK: Thank you. I have no further
24 questions.

25 MS. WIEST: Commissioners?

1 COMMISSIONER NELSON: Do you have any
2 expenses involved in coming here today too?

3 A. Well, I had to take a day's vacation, so I
4 had to take off work.

5 COMMISSIONER NELSON: What would you estimate
6 your expenses for today's appearance would be?

7 A. Mine would probably be about \$85.00 in
8 salary, and my husband's would be about 350, and then
9 gas.

10 COMMISSIONER NELSON: What do you think gas
11 is?

12 A. 31 cents a mile times, I don't know, maybe
13 \$30.

14 COMMISSIONER NELSON: Okay. Thank you.

15 A. Approximately.

16 THE CHAIRMAN: But so far you have not
17 requested, you know, formally -- all that I have in
18 front of me -- you had not requested those expenses to
19 be recovered. You had requested \$10 a day for a total
20 of 810 days; is that correct?

21 A. Right, and I just --

22 THE CHAIRMAN: Those are supporting evidence
23 for the fact?

24 A. For the 810, instead of throwing a figure out
25 and saying, well, I could have put \$8,010, I could have

1 put \$500. I just wanted you to have an idea of how I
2 came up with that \$810.00.

3 THE CHAIRMAN: The trips that you itemized
4 that he made when you'd be -- your husband made when
5 you would be doing a run or whatever, you did not
6 itemize anything of additional trips you had to make
7 because of not having a phone?

8 A. It's difficult to remember that. You know,
9 I'm sure there were a lot more times that I had to go
10 to town, but it's --

11 THE CHAIRMAN: But the specific trips that
12 you made, or that your husband made, none of those
13 would have been made if you had had a phone?

14 A. A lot of those -- a majority of those he
15 could have done by phone.

16 THE CHAIRMAN: But would you say 100 percent
17 of them, or were some of them --

18 A. I only took half of the time. I didn't --

19 THE CHAIRMAN: Half of the trips? You're
20 saying at least half of the trips would not have been
21 made if you had had a phone?

22 A. No, no.

23 THE CHAIRMAN: I just wanted a clarification
24 on that.

25 COMMISSIONER SCHOENFELDER: I have a couple.

1 I'm a -- I've been confused about this since I first
2 read the docket. When you first asked when you first
3 moved the home, or were going to use the home out
4 there? You had dual service from U S West, you wanted
5 it where you were living?

6 A. No, no.

7 COMMISSIONER SCHOENFELDER: You asked for
8 that?

9 A. No. When we moved the home, we moved the
10 home in November.

11 COMMISSIONER SCHOENFELDER: Okay. In
12 November of '95?

13 A. '95. I did not ask for dual service until
14 February of '96.

15 COMMISSIONER SCHOENFELDER: So you were
16 actually living in another house?

17 A. Right, in town.

18 COMMISSIONER SCHOENFELDER: I need to
19 understand this.

20 A. Yes, we were living in town, and we had moved
21 a ready-built home out to the land, and the
22 construction --

23 COMMISSIONER SCHOENFELDER: So you were kind
24 of in between the two?

25 A. We were living in town.

1 COMMISSIONER SCHOENFELDER: Okay.

2 A. And we did not move on that home until April
3 6th.

4 COMMISSIONER SCHOENFELDER: So you didn't
5 even try to move out there?

6 A. No, no, because we were having a room built
7 on in the basement and the garage and it had to be
8 painted and whatever. The reason we requested dual
9 service in February, the end of February, February, is
10 because we knew we were moving out there the first part
11 of April and while we were painting and cleaning and so
12 that our kids could get ahold of us and so on and so
13 forth. That's why we requested the dual service at the
14 end of February because we were getting to the point
15 where we could start painting and varnishing and so on
16 and so forth. So that's when we requested dual
17 service, but we did not actually move out to the house
18 until April 6th.

19 COMMISSIONER SCHOENFELDER: And I guess I'm
20 going to ask you a question that I hope it comes out
21 right. But if -- and most people don't know this. But
22 if you move outside of an area where there is existing
23 service, you wouldn't know that until you requested
24 service, would that not be true? Would you have
25 another way of knowing that?

1 A. What?

2 COMMISSIONER SCHOENFELDER: That there was no
3 line extension, or there was no U S West line, so to
4 speak, available out there?

5 A. No, no. And the reason I didn't think it
6 would be a problem is because there is a farm a half a
7 mile to the east of us and they have phone and a mile
8 to the west there is a four- or five-home addition.

9 COMMISSIONER SCHOENFELDER: But would you
10 think that you were a mile away from even though there
11 were a cable extended to the house and there were
12 enough equipment there to service you, would you
13 believe then that you needed to pay for that for part
14 of the distance between you and where the phone service
15 ended? Have you ever dealt with that or heard about
16 that before?

17 A. No. I have several friends that built new
18 homes, not -- you know, maybe there were closer homes,
19 but they just paid the 25 or the \$100 hookup fee.

20 COMMISSIONER SCHOENFELDER: But I guess what
21 I'm getting at, when you move away from where existing
22 utilities are, the 500 and some dollars and was
23 originally it was negotiated down from that, I believe,
24 would you sort of expect to pay that in the normal
25 course of living outside of the city limits or away

1 from where utilities have been extended? I want to
2 know what you think. I don't care what the answer is.
3 Right now I just want to know what your perception is.

4 A. I guess if I had to pay something, I thought
5 that was a little high. We had Northwestern Public
6 Service put utilities out there and it was not -- we
7 didn't pay.

8 COMMISSIONER SCHOENFELDER: Did they have to
9 extend the line beyond where -- I mean, how far did
10 they have to come with the line?

11 A. Well, when they first put the utility pole
12 out there, I would assume there was no -- at first was
13 land with the barn and electricity there.

14 COMMISSIONER SCHOENFELDER: You already had
15 electricity at the home, at the site?

16 A. But we put that in several years prior to
17 that.

18 COMMISSIONER SCHOENFELDER: And you had to do
19 your own? This is an area -- I sort of know where it
20 is. But is this an area where the city has extended
21 sewer and water and that type of thing, or did you have
22 to do your own?

23 A. We did our own.

24 THE CHAIRMAN: Let me follow up just a
25 minute. You said you put power in there a few years

1 back?

2 A. Uh-huh.

3 THE CHAIRMAN: Electricity? How far did they
4 have to bring that power at that time, do you remember?

5 A. From the road.

6 THE CHAIRMAN: There was a line that went by
7 at the road, so you just had to bring it from the road
8 in so there wouldn't have been a similar --

9 A. (Witness nodded affirmatively.)

10 THE CHAIRMAN: Okay. That's all I have.

11 MS. WIEST: I have one question. When you
12 moved to your new home -- and that was April 6th?

13 A. Sixth.

14 MS. WIEST: Did you have the borrowed
15 cellular phone for the entire time? Or when did you
16 borrow that cellular phone?

17 A. It wasn't right away. I think it was maybe
18 like two weeks after we moved in.

19 MS. WIEST: Okay. And then my other question
20 is since you had the borrowed cellular phone, why
21 wouldn't your husband use that rather than run back
22 into town for his business?

23 A. Because it was 40 cents a minute.

24 MS. WIEST: Because of the cost. That's all
25 I have.

1 THE CHAIRMAN: I do have one more. At what
2 time -- you requested dual service in February;
3 correct?

4 A. February 23rd.

5 THE CHAIRMAN: February 23rd. At what time
6 were you notified you couldn't get dual service?

7 A. When I called them. I called them on
8 Monday. They didn't call me and tell me that they
9 couldn't put dual service in. I called because I
10 didn't have service.

11 THE CHAIRMAN: What did they tell you at that
12 time?

13 A. That's when they said that there was no lines
14 available.

15 THE CHAIRMAN: And then when did you request
16 a full service? And that was for April 6th; is that
17 correct?

18 A. Right.

19 THE CHAIRMAN: At what time did you request
20 normal service?

21 A. On April 6th.

22 THE CHAIRMAN: When did you notify them that
23 you would want service on April 6th? It was prior to
24 the dual service or at the same time?

25 A. Well, at the time that we didn't get dual

1 service, I knew we weren't going to get full service
2 because there was no lines available.

3 THE CHAIRMAN: I guess what I'm getting at,
4 you first contacted them November 22nd of 1995, and at
5 that time did you -- what did you request at that time?

6 A. I was -- at that time I called to tell them
7 that we were going to move -- we had moved a home out
8 there and that I needed to know what I needed to do to
9 put in a work order for when we wanted phone service.
10 And she said to wait until closer to the time that we
11 were moving in, that we were actually going to be
12 living there. And I told her that would not be until
13 April of '96.

14 THE CHAIRMAN: And then the first you
15 requested dual service was the date you wanted it?

16 A. Yes, prior to that week. It was probably the
17 beginning of the week. And we set the time for the
18 23rd because we were going to be out there that weekend
19 working.

20 THE CHAIRMAN: Then when did you tell them
21 you wanted service for April at that time? The same
22 time you asked for the dual service?

23 A. I guess I don't know if we discussed that
24 because at that point was when it kind of all blew up
25 that there was no lines available and they didn't know

1 how long it was -- you know, when we were going to get
2 the service. So we just kind of got it when they gave
3 it to us. It wouldn't have made any difference when we
4 requested it.

5 THE CHAIRMAN: Because the reason I'm asking
6 this I'm going to have a series of questions for U S
7 West as to when they knew when you wanted service, when
8 they first started acting on that request. In other
9 words, when they found out that they couldn't give it
10 to you. And so it's important to me to know when you
11 requested the service for April 6th.

12 A. And I can't honestly say if that was when I
13 requested dual service or not because when we didn't
14 get the dual service, that was when all of this
15 transpired to there was no service available. There no
16 lines available.

17 THE CHAIRMAN: But you actually moved in on
18 April 6th?

19 A. Yes.

20 THE CHAIRMAN: And what I guess is important
21 to me is to know did you say we're going to be there
22 April 6th and we would like service on that date? At
23 what time you indicated that to them, do you know that?

24 A. Well, I know in the beginning, way in the
25 beginning, I told her we wouldn't be moving in until

1 April, but I didn't make a formal -- you're asking if I
2 made a formal request?

3 THE CHAIRMAN: I guess maybe I'm thinking
4 this wrong, because if you called in February, you said
5 that was on the 23rd?

6 A. Right.

7 THE CHAIRMAN: And asked for dual service and
8 they told you you couldn't get dual service because?

9 A. No. They put in the order like it was no
10 problem.

11 THE CHAIRMAN: And they never did notify you
12 that you wouldn't get it? You had to call and say how
13 come it isn't here?

14 A. Right. I took phones out and plugged them in
15 and there was no --

16 THE CHAIRMAN: Of course, if you had dual
17 service on February 23rd --

18 A. I could have had service whenever I wanted.

19 THE CHAIRMAN: -- they would have just cut
20 off the service on the other one on April 6th when you
21 moved?

22 A. Right.

23 THE CHAIRMAN: So at that point they should
24 have known you needed permanent service?

25 A. Because she said I could have dual service

1 for as long as I wanted. I mean I could have it for as
2 many months as I wanted. And I said I only want it
3 until I moved and we sold the house in town and closed
4 on April 10th, so at that point we cut off that
5 service.

6 THE CHAIRMAN: And did the dual service cost
7 you extra? Is there extra cost for dual service?

8 A. Yes, there is, but -- and they billed us for
9 it, but I never paid it because I called them and said
10 that, you know, I don't have a phone. How can I pay
11 for dual service and they were good enough --

12 THE CHAIRMAN: How much was it, do you
13 recall?

14 A. Dual service is like, I don't know, four,
15 \$5.00 extra a month maybe. I'm not sure of the cost.

16 THE CHAIRMAN: I think that concludes my
17 questions.

18 MS. WIEST: Anything else from the
19 Commissioners?

20 COMMISSIONER SCHOENFELDER: I need to follow
21 up on a couple things. I need to be clear. And
22 perhaps U S West will make these clear, too, but I need
23 to hear from you, and I might just as well ask you
24 now. You were told on February 26th that there would
25 be a line extension fee?

1 A. Uh-huh.

2 COMMISSIONER SCHOENFELDER: So that you were
3 told then that's the first time you knew that there
4 were charges for line extension fees?

5 A. Right, yes.

6 COMMISSIONER SCHOENFELDER: When did you find
7 out? And I'm assuming in some of these conversations
8 that you had with Mr. Wolff or some of those people
9 that you found out there were easement problems? Were
10 you aware that U S West was having easement problems in
11 conjunction at about the same time or did that follow?

12 A. No, that was later.

13 COMMISSIONER SCHOENFELDER: Okay. I just
14 need to have some kind of idea what your awareness was
15 and what you understood.

16 A. Yeah. We were told later that they were
17 having difficulty getting the easements because these
18 two people lived out of state in different places and
19 one was having a problem getting the easement notarized
20 and so on and so forth.

21 COMMISSIONER SCHOENFELDER: Okay. But that
22 came after you were notified of the line extension
23 charges?

24 A. Yes.

25 COMMISSIONER SCHOENFELDER: To the best of

1 your recollection? Okay. I think that answers it.
2 Thank you.

3 MS. WIEST: Any other questions from the
4 Commission?

5 COMMISSIONER NELSON: One. At one point you
6 mentioned something about a recording on a phone that
7 said something like at the customer's request. Which
8 phone was that on? I mean --

9 A. That was on our 225-8255 number.

10 COMMISSIONER NELSON: Is that your other
11 house?

12 A. That was --

13 COMMISSIONER NELSON: Where you were?

14 A. That was our residence in town. That was our
15 phone number. And that was a conversation I had with
16 that operator. I said I don't want that recording on
17 my phone because then it sounds like we disconnected
18 the phone. And she said we only have two or three
19 recordings we can use, and this is the only one that
20 will fit. And I said but it makes it look like people
21 trying to get ahold of us -- or, you know, say I'd have
22 an overdue bill or something and they say at the
23 customer's request. And I said I don't want that, and
24 they said there was only, I think, possibly three
25 recordings that you can use and that was the only one.

1 So every time someone called our number, it said at the
2 customer's request the phone has been disconnected.

3 COMMISSIONER NELSON: How long was that
4 recording on? When did that start?

5 A. That started, yeah, when we disconnected in
6 town.

7 COMMISSIONER NELSON: Which would be about
8 the 6th of April?

9 A. Uh-huh.

10 COMMISSIONER NELSON: Thank you.

11 MS. WIEST: Any other questions? Ms.

12 Feickert, do you have anything else to add?

13 MS. FEICKERT: I can't remember anything.

14 MR. WELK: Do I get to ask another?

15 MS. WIEST: Sure.

16 RECROSS-EXAMINATION

17 BY MR. WELK:

18 Q. Ms. Feickert, what were the weather
19 conditions from approximately the end of February until
20 June in the area that was to be served with your new
21 home?

22 A. Rainy.

23 Q. Were the ditches full of water?

24 A. I wouldn't say completely full but, yeah,
25 they had water in them.

START

OF

RETAKE

1 So every time someone called our number, it said at the
2 customer's request the phone has been disconnected.

3 COMMISSIONER NELSON: How long was that
4 recording on? When did that start?

5 A. That started, yeah, when we disconnected in
6 town.

7 COMMISSIONER NELSON: Which would be about
8 the 6th of April?

9 A. Uh-huh.

10 COMMISSIONER NELSON: Thank you.

11 MS. WIEST: Any other questions? Ms.
12 Feickert, do you have anything else to add?

13 MS. FEICKERT: I can't remember anything.

14 MR. WELK: Do I get to ask another?

15 MS. WIEST: Sure.

16 RE-CROSS-EXAMINATION

17 BY MR. WELK:

18 Q. Ms. Feickert, what were the weather
19 conditions from approximately the end of February until
20 June in the area that was to be served with your new
21 home?

22 A. Rainy.

23 Q. Were the ditches full of water?

24 A. I wouldn't say completely full but, yeah,
25 they had water in them.

214220441
END

OF

RETAKE

1 Q. And it was a heavy snowfall in the winter?

2 A. Not as heavy as this year.

3 Q. I agree. And it's been a lot colder this
4 year.

5 A. Thankfully we're not doing that this year.

6 Q. But my point is during the period of time
7 from February until it was actually placed, it was
8 rainy conditions and the ditches were full of water?

9 A. Through the end of May I would say yes. The
10 month of June, no.

11 MR. WELK: Okay. I have nothing further.

12 MS. WIEST: Mr. Hoseck?

13 RECROSS-EXAMINATION

14 BY MR. HOSECK:

15 Q. Mrs. Feickert, on your calculations did you
16 have some sheets prepared on that?

17 A. Yes.

18 MR. HOSECK: At this time I would like to
19 have those marked and moved into the record.

20 A. I don't have any copies, but you can have
21 these.

22 COMMISSIONER NELSON: I would so move.

23 (HEARING EXHIBIT NO. 4 WAS MARKED
24 FOR IDENTIFICATION.)

25 MR. HOSECK: The record should reflect that

1 Exhibit 4 has been marked. And it consists of four
2 pages entitled Summary of Expenses, the second was
3 entitled Business, the third one is entitled Personal,
4 the fourth one is entitled Business and starts with the
5 first line of April 10 through 25, 1996.

6 MR. WELK: No objection to 4.

7 MS. WIEST: Let's go through the other ones.
8 Is there an objection to Exhibit No. 1, being the
9 Complaint, being admitted?

10 MR. WELK: No.

11 MS. WIEST: Any objection to Exhibit 2, the
12 response to the Complaint?

13 MR. WELK: No.

14 MS. WIEST: Is there any objection to Exhibit
15 3, the letter to Mr. Feickert from Miss Sevold? If
16 not, Exhibits 1 through 4 have been admitted. Thank
17 you, Ms. Feickert.

18 MS. WIEST: Ms. Feickert, did you have any
19 other witnesses?

20 MS. FEICKERT: Huh-uh.

21 MS. WIEST: It's their decision. Do you have
22 any other witness?

23 MS. FEICKERT: I guess not.

24 MS. WIEST: U S West.

25 MR. WELK: Thank you. We would call Colleen

1 Sevold.

2

COLLEEN SEVOLD,

3

called as a witness, being first duly sworn,
4 was examined and testified as follows:

5

DIRECT EXAMINATION

6

BY MR. WELK:

7

Q. Please state your name.

8

A. My name is Colleen Sevold.

9

Q. By whom are you employed?

10

A. By U S West Communications.

11

Q. And how long have you been employed by U S

12

West Communications?

13

A. Approximately seventeen years.

14

Q. And what's your current duties and

15

responsibilities?

16

A. I'm currently the manager of regulatory

17

affairs. I prepare the filings for the Commission, to
18 be presented to the Commission. I do work on some
19 customer complaints.

20

Q. Do you also provide information to the

21

Commission on a monthly basis regarding the complaints
22 received by customers of U S West?

23

A. I do not, no.

24

Q. Is information provided to this Commission on

25

a monthly basis regarding consumer complaints?

1 A. I believe that we have a person in Denver who
2 works with the Commission staff on the Commission
3 complaints.

4 Q. Are there reports given to this Commission
5 about held orders?

6 A. Yes. I provide service results to the
7 Commission on a monthly basis and that does include
8 held orders.

9 Q. What is a held order?

10 A. A held order is an order that a customer has
11 placed and asked for a due date and we are not able to
12 accommodate that due date for the customer.

13 Q. You were in the room and heard Ms. Feickert
14 testify; is that correct?

15 A. Yes, I did.

16 Q. Would her situation be considered a held
17 order?

18 A. Absolutely.

19 Q. And how do you report to this Commission held
20 orders and what time frame in the sense that are there
21 the reports with a held order less than 30 days or more
22 than 30 days?

23 A. Yes. I break them down into two categories.
24 I provide under 30 days and over 30 days. And on the
25 over 30 days we do provide the names of the customers

1 that are being held.

2 Q. As of the end of 1995, how many held orders
3 did U S West have that were less than 30 days?

4 A. Less than 30 days, I recall we had nine.

5 Q. In 1995?

6 A. In 1995.

7 Q. Let me ask you '95 and '96?

8 A. Okay. Let me quick like grab. Okay. In
9 1995 less than 30 days we had 41.

10 Q. And at the end of 1996 how many held orders
11 less than 30 days?

12 A. Nine.

13 Q. Now I'm going to ask for 1995. How many held
14 orders were in excess of 30 days?

15 A. For 1995 we had 37 over 30 days.

16 Q. And at the end of 1996 how many held orders
17 over 30 days?

18 A. 13.

19 Q. And the Commission receives those reports on
20 a monthly basis on held orders?

21 A. Yes, they do.

22 Q. Now, how many new service orders does U S
23 West receive in South Dakota on a monthly basis?

24 A. We would average on a monthly basis about six
25 to 7,000 orders for dial tone.

1 Q. What does that mean for dial tone?

2 A. That means that these are new. Either a
3 customer has just moved into a new location, or they're
4 moving from one location to another and they need new
5 service.

6 Q. So that's somewhere between 72,000 and 96,000
7 -- or 84,000, excuse me, a year?

8 A. That's correct.

9 Q. Has that number been consistent for both '95
10 and '96?

11 A. Yes, I would say it has. It may have changed
12 some in '96.

13 Q. All right. I want to talk about the policies
14 that U S West has had and how they've changed when a
15 customer is not able to obtain service. And I
16 understand that U S West has had internal policies,
17 what they provide as compensation or allowances to the
18 customer; is that correct?

19 A. That is correct.

20 Q. And I understand that this policy changed
21 during the time of Ms. Feickert's Complaint; is that
22 correct?

23 A. That is correct.

24 Q. All right. Let's talk and let's tell the
25 Commission what the policy was before it changed and

1 tell them what it was.

2 A. When we first began the program, we offered
3 the customers \$105.00 per month for the first month,
4 and that was because they had to get the phone in. So
5 that was some extra compensation for that. And then we
6 would give them \$75.00 per month after that until the
7 service order had been worked.

8 Q. All right. Did that policy change?

9 A. It changed, I believe, on June 19th, 1996;
10 and under the new program we offered the customer
11 unlimited local calling. In other words, any local
12 calls that they needed to make, we picked up the bill.

13 Q. What about long distance?

14 A. No. They were still responsible for their
15 long distance, just as they would have been if they had
16 service.

17 Q. What about for the payment of the cellular
18 phone?

19 A. Well, we did not pay for the cellular phone,
20 but in most cases you could get a phone free if you
21 signed up for it.

22 Q. So you would pay -- what would that be, the
23 installation charges or activation charges, or just the
24 local calling charges?

25 A. Just the local calling charges.

1 Q. All right. Did this case, the Feickert case,
2 cause the change of policy or was it something else?

3 A. No. I believe that we had worked with the
4 Commission, and I know that the Commission had wanted
5 that type of a program. And we worked with them, and
6 we were able to get it to South Dakota.

7 Q. But this was not U S West policy. This
8 hadn't been approved by Commission order or regulation;
9 is that correct?

10 A. No.

11 Q. And are there any service standards that
12 you're aware of in the Commission's rules or statutes?

13 A. Not that I'm aware of.

14 Q. Let's talk about your contacts with Ms.
15 Feickert. Did you have contacts with her?

16 A. Yes, I did. I became involved -- actually I
17 was no longer doing customer complaints when this
18 Complaint arose. But I did become involved when I know
19 she was requesting some cellular reimbursement and the
20 process didn't -- that was in place at that time didn't
21 allow it because she did not have to go under a
22 contract for a phone. In other words, she wanted to
23 use her husband's cellular phone, so, therefore, our
24 process didn't allow reimbursement. But when they
25 called me, I said I believe that she should have it and

1 I will agree to write her a letter out of Sioux Falls
2 and write the check out of Sioux Falls. So I went out
3 of the process, so to speak, and gave her that money.

4 Q. And that is Exhibit 3. That's the letter you
5 wrote to Mr. Feickert; is that correct?

6 A. That is correct.

7 Q. And then you got back the letter with the
8 bottom portion typed in?

9 A. Yes, I did.

10 Q. All right. And did you have any contact with
11 her after 7-10-96 when this is signed and sent back?

12 A. Yes, I did. Because I didn't do complaints,
13 or because I just wasn't aware of it, I didn't realize
14 that the customer was still not happy. And so the next
15 I knew of anything was the formal Complaint being filed
16 in September of '96. So at that time I called her and
17 I said, "At the time you were having the problems we
18 didn't really have the unlimited cellular plan in
19 place. And that's unfortunate, but we didn't have it
20 in place." I said, "I'll tell you what I'll be willing
21 to do. You don't even have to furnish me the bills.
22 Go back to February 28th or whenever you wanted dual
23 service, figure up exactly every cent you spent on
24 cellular service, and I will pay you. Just tell me how
25 much it is, and I'll pay you for it." And she said,

1 "Well, it's really at home and I would need to go home
2 and add it up." I said, "That's fair. Why don't you
3 call me back in like a week?" I did not hear from
4 her. So I called her back again, and she said, "I
5 really have not had a chance to figure it out." And I
6 said once again, "I'm willing to pay you. Just don't
7 even send me the bills. Just tell me how much it
8 was." And I did not ever hear from her.

9 MR. WELK: I have nothing further.

10 MS. WIEST: Ms. Feickert, do you have any
11 questions of Miss Sevoid?

12 MS. FEICKERT: The only thing I can say about
13 that is --

14 MS. WIEST: It's only if you have questions
15 of Miss Sevoid.

16 MS. FEICKERT: Okay.

17 MS. WIEST: Mr. Hoseck?

18 CROSS-EXAMINATION

19 BY MR. HOSECK:

20 Q. Miss Sevoid, do you know anything about the
21 training of service representatives within U S West?

22 A. Could you be more specific?

23 Q. Well, could you tell the Commission what kind
24 of training service representatives go through at U S
25 West?

1 A. Well, actually I had two sisters that were
2 service representatives and they went through extensive
3 training. On the onset you go through eight weeks of
4 total training. You're not on the board at all. You
5 go on eight weeks of training and then there is
6 continual training. So we have an extensive training
7 program for our service reps.

8 Q. And the employees that would have responded
9 to Mrs. Felckert's calls when she first started calling
10 in late 1995, where were they located?

11 A. It would be difficult for me to say, but it's
12 possible they would have been in St. Paul or Omaha or
13 Des Moines.

14 Q. Is there anything in the training of service
15 representatives that indicates to them that when
16 someone calls and requests telephone service that they
17 are to tell the requesting party to call back later
18 when they think they're going to need it?

19 A. Actually, I have reviewed the business office
20 notes, and we actually took the order for this service
21 the -- I even have the order numbers -- on November
22 15th.

23 Q. Of 1995?

24 A. Of 1995.

25 Q. And it was not processed then, is that it?

1 In other words, what happened to the order if it was
2 taken in November of 1995?

3 A. You take the order, but the due date was not
4 until February, I believe, I thought the 29th. And so
5 that order would go through the system to be worked on
6 February 29th.

7 Q. The system that you're talking about, is this
8 a computerized system?

9 A. Actually, our business is so complex that it
10 is so difficult to understand. But a service order
11 goes through many, many, many systems before it is
12 worked.

13 Q. Well, the problem I'm having here is if
14 Mrs. Feickert called originally in November -- or,
15 excuse me, early December of 1995, and then calls again
16 in January and February, why wasn't she told that there
17 was a problem as far as the excess construction fees or
18 the fact that there weren't any lines available?

19 A. Well, I think as we indicated in the onset,
20 we've made some mistakes on this. And one of the
21 problems that happened with this order is because --
22 and, once again, because our systems are so complex,
23 but a nearby phone number was given. In other words,
24 can you give us a nearby location? Sometimes we have a
25 way of pinpointing the customer's location somewhat

1 that way. Because the nearby number was given, the
2 order was able to go through our systems and assign
3 facilities. So up until February 29th, there was no
4 reason for our systems -- because it should have been
5 manually flagged to say this is new construction. When
6 that didn't happen, it went through our system as
7 though it could be worked on February 29th. That is
8 the point where we realized it couldn't be and the
9 engineers became involved.

10 Q. Are service representatives given any
11 specific training in handling situations like this?

12 A. Yes, I believe that they are. And, as I say,
13 we give them ongoing training.

14 Q. So if I'm understanding your testimony, it is
15 basically you can't specifically account for the glitch
16 that occurred in this particular case?

17 A. Well, I think what we're trying to say is
18 that, yes, in this place there was an error. We
19 process 8,000, 7,000 orders a month. The times that
20 this happens is so remote that it's almost -- it
21 doesn't even -- when I try to figure it out, there's no
22 percentages to even come up with. So, in other words,,
23 yes, it happened this time. It is not usual. It does
24 not usually happen. But I cannot say to you that we
25 are never, ever going to make a mistake.

1 Q. Well, so, in other words, there is really no
2 specific reason for it taking roughly three months for
3 you to determine -- or for your company to determine
4 that no lines were available, or that the excess
5 construction fee was due. Is that what you're telling
6 this Commission? There is no reason for this to have
7 occurred?

8 A. I'm saying that we made an error. We
9 acknowledge we made an error because had it been
10 manually flagged, we could have got engineering
11 involved sooner. Now, I need to tell you because of
12 the weather, the truth is the customer probably
13 couldn't have had service sooner, but we could have
14 engineered it sooner.

15 Q. How many people in U S West's organization
16 should one typically have to call if one wants to
17 obtain telephone service?

18 A. Well, I guess you would typically make your
19 phone call. If there are no facilities, if you have
20 moved into a new location, it is going to be a
21 different situation. You are probably going to be
22 working with engineers. You are in a place where we
23 don't have facilities.

24 Q. Are you telling me that Mrs. Feickert had an
25 obligation to call U S West more than one occasion?

1 A. You asked me how many times they would
2 typically talk to someone at U S West. I'm saying they
3 would be involved with engineers if there are no
4 facilities.

5 Q. But if I want to order phone service from U S
6 West, shouldn't I just be able to make one call and get
7 it? Isn't that the design of your service?

8 A. If the facilities are there, that is what
9 happens every time. You make one phone call, and those
10 8,000 orders per month are processed with one phone
11 call. That is what happens.

12 Q. In other words, I get to make one call unless
13 U S West does not have facilities. Is that what you're
14 telling the Commission?

15 A. I would say to you that most any time, unless
16 you have extra questions that you want or you have
17 extra services, that is exactly what I'm telling you,
18 yes.

19 Q. I want to discuss with you a little bit this
20 business of held orders. Now, the statistics that
21 you've just provided to the Commission, you talk about
22 these in terms of 30 days and over and under 30 days
23 being a cutoff. Perhaps you could refresh our memory
24 in this regard. Why is 30-day line, cutoff line of
25 importance?

1 A. I believe that I probably can't answer that
2 question. Someone from engineering possibly could, but
3 I don't believe that I could.

4 Q. And if it was something like two or three
5 days, is that something that you would not have any
6 knowledge of either? In other words, what constitutes
7 a held order, if it was --

8 A. Well, if it's -- like if it has gone past the
9 date the customer requested, that would be in our under
10 30 days.

11 Q. Okay. Well, is there any significance in
12 this held order process of, say, two days as far as any
13 internal management procedures within U S West?

14 A. The way these numbers are derived is if we
15 have passed the customer's due date. Now, two days,
16 four days, six days, whatever has passed the customer's
17 due date and there are no facilities, that's going to
18 be a held order. If there are no facilities there and
19 we have passed the customer's due date, it is a held
20 order.

21 Q. It's true, is it not, that the matter of held
22 orders has been a topic of discussion with this
23 Commission in the past? Are you aware of that?

24 A. I believe we've had that discussion, yes.

25 Q. And in the recent past, let's say within the

1 last two years, can you tell this Commission whether or
2 not U S West has added any more people to address the
3 problem with held orders?

4 A. Actually, our held order numbers over the
5 last two and three and four years have dropped
6 dramatically. South Dakota is in an excellent position
7 with held orders.

8 Q. You didn't answer my question. Has U S West
9 added any more people in the recent past, within the
10 last couple years, to address held orders?

11 A. I would be -- I wouldn't know that answer.

12 Q. Okay. And do you know if U S West has added
13 any equipment to help process held orders within the
14 last two calendar years?

15 A. We are constantly working on our processes
16 and new equipment for processes, absolutely. We are
17 constantly changing and working on this.

18 MR. WELK: Mr. Hemmerling is here who heads
19 the held order group.

20 MR. HOSECK: I'll ask those questions.

21 MR. WELK: Just to tell you, we've got the
22 person here that can tell you about the process.

23 MR. HOSECK: With that in mind, I don't have
24 any further questions at this time then.

25 MS. WIEST: Commissioners?

1 COMMISSIONER NELSON: You say that you
2 process between five and 6,000 orders a month?

3 A. Uh-huh.

4 COMMISSIONER NELSON: Of those five and 6,000
5 orders a month that you process, how many of them are
6 just flipping the little switch?

7 A. Those are not included in -- those are what
8 we call change orders, and that would be another 22,000
9 orders per month. What the five and six and 7,000 are
10 orders for new service.

11 COMMISSIONER NELSON: Wouldn't it be a new
12 service if I call and move, if I'm having a new service
13 for the first time and never have been billed? For
14 instance, I just moved to Pierre and I got phone
15 service in Pierre, but I had always lived in Sioux
16 Falls and we do have a phone there. Would that be a
17 new service?

18 A. That would be considered -- yeah, that's what
19 we call a T order.

20 COMMISSIONER NELSON: That's flipping the
21 switch because you didn't have to come out and do
22 anything?

23 A. Well, I would be hard pressed to say it's
24 flipping a switch because it seems so simple. I mean
25 our systems are very complex. We would take your

1 service order. That goes through many systems to get
2 you service. So it seems so simplified to say -- but
3 what you're asking is do I have to have someone come
4 out to your place of your residence? And not always,
5 no, so sometimes.

6 COMMISSIONER NELSON: But in my case you
7 didn't. So what I'm saying is what would that be, one
8 of 6,000 or one of 22,000?

9 A. No, that would be considered one of the 6,000
10 because that's a T order.

11 COMMISSIONER NELSON: So of those 6,000, how
12 many of those would be like my case?

13 A. You know, I really couldn't answer that. I
14 guess I really don't know that.

15 COMMISSIONER NELSON: Thank you.

16 THE CHAIRMAN: I have a question for you
17 first, Tom. How many witnesses are you going to have?

18 MR. WELK: Well, we have two or three more.
19 I guess I have them here in case you have some
20 questions.

21 THE CHAIRMAN: I'm trying to figure out who
22 to ask what.

23 MR. WELK: We've got a couple engineers here,
24 Mr. Wolff, who discussed it, who helped engineer this
25 deal of the right-of-way. We've got his boss to tell

1 you what the engineering systems are. We've got Mr.
2 Hemmerling here who's going to talk about the held
3 orders. And we've got Mr. Cavanaugh here from
4 Aberdeen. If you have -- some of these people, you can
5 ask questions. They're here as a resource for --

6 THE CHAIRMAN: That's what I wanted to find
7 out because I don't know how extensive to ask this
8 witness. The one question I do have, though, is do you
9 know at what date U S West was aware that they could
10 not meet the February 1st?

11 A. Actually, I think it was February 29th is the
12 date. And that the date that it was due is the date we
13 became aware.

14 THE CHAIRMAN: And so then you mean until
15 it's due, there's no checking made to see if they can
16 meet that or not in the system?

17 A. Well -- and I believe that someone else can
18 better describe the process, but there is a system
19 where the service rep could manually flag that order
20 and that is what --

21 THE CHAIRMAN: What would trigger the service
22 rep to flag the order? How would they know to do that?

23 A. That's a difficult thing, because sometimes
24 the customer will say, "I know there are facilities.
25 There's a box down the road or something." The service

1 rep, not being on the spot, is not always going to
2 know. So if it goes through assignments and
3 everything, which this order did, they're not always
4 going to know. But, you know, like if it's a rural
5 address, sometimes that will give them a clue. If
6 it's, you know, something that the customer is saying
7 to them that may make them say, "I need to flag this."

8 THE CHAIRMAN: Do you know -- Okay. You said
9 that the order was actually processed and began on
10 November 22nd, the original call?

11 A. November 15th.

12 THE CHAIRMAN: They had it moved in in
13 November 22nd, okay. November 15th, then, an order is
14 cut or started. Where does that go?

15 A. Yeah. That goes into the system.

16 THE CHAIRMAN: You said it goes to a lot of
17 places. When does it get to somebody who can determine
18 whether they can provide the service or not?

19 A. Well, see, in this case -- I mean what we're
20 focusing on is this one that went wrong. Okay?
21 Typically that's not what should happen, but this one
22 went wrong. It went all the way through our system and
23 sat there thinking -- our system thought it could work
24 it on February 29th. This one went wrong, so it's not
25 what typically should happen.

1 THE CHAIRMAN: And so I still am having a
2 real hard time finding out how the system -- when the
3 system knew that they couldn't provide it.

4 A. When the actual date of the order that was
5 due, it couldn't be worked, the facilities --

6 THE CHAIRMAN: What told you it couldn't be
7 worked?

8 A. You know, that you might be better off to
9 ask --

10 THE CHAIRMAN: Okay. And then the last
11 question I have for you is what the date was the
12 Feickerts were notified that they could not have
13 service?

14 A. Well, I believe that Mrs. Feickert testified
15 that she called in and that's how she was notified.

16 THE CHAIRMAN: That is probably the thing
17 that drives me the most batty is why do you have to
18 call in to find out you aren't going to have service
19 the date you are promised?

20 A. And we have done extensive work on that
21 process. And I cannot tell you that it will never
22 happen again, but I can tell you we've done immense
23 improvements in that. And as soon as that order does
24 -- you know, we determine we cannot work this order,
25 there is someone that is supposed to be calling these

1 customers. And I do believe we have done a lot of work
2 on that process. Now, I won't sit here and tell you
3 that it will never happen again, because I mean
4 everybody makes mistakes, and we're going to make
5 mistakes. But I will tell you this: We are very aware
6 of it, and we've done a lot of work on it.

7 THE CHAIRMAN: That's all I have for this
8 witness.

9 MS. WIEST: Any other questions?

10 COMMISSIONER SCHOENFELDER: I want to ask a
11 couple policy questions. And, Mr. Welk, if she's the
12 wrong person, just stop me. But these are company
13 policy questions, and you testified about the thousands
14 of orders that you do monthly. But would it not be U S
15 West's policy that their customers shouldn't even care
16 how many thousand they process so they should be the
17 most important that you ever take? And do you have a
18 way of conveying that on to your customer if that isn't
19 what your policy is, or is not?

20 A. Absolutely. We would like to be 100 percent
21 perfect. Commissioner Schoenfelder, I think you know
22 that John and I really care and we want to be. But we
23 are going to make some mistakes. And so 99.9 percent
24 we do.

25 COMMISSIONER SCHOENFELDER: That's not any

1 question. My question is if I'm a customer, don't you
2 want to convey to me that I'm the most important thing,
3 the most important customer you have, and it doesn't
4 make any difference of how many our thousand of
5 customers are out there? I mean --

6 A. Absolutely. But --

7 COMMISSIONER SCHOENFELDER: Okay.

8 A. We can't lose fact that this is a one-time
9 thing. It does not happen to all of our customers.
10 This happened but we don't like it.

11 COMMISSIONER SCHOENFELDER: You maybe can't
12 answer this one because I think Commissioner Burg sort
13 of got into it. But do you have an internal fail safe
14 mechanism that says that -- you know, you said that it
15 was too bad she had to call in to find out that her
16 order was held. Okay. And up to that point do you
17 have any kind of an internal mechanism -- and if you
18 can't answer this, just say so and I'll next ask the
19 next person -- that triggers someone from U S West to
20 call the customers or to get in contact with a customer
21 and say, "We're sorry, we didn't understand the
22 information. Let us work with you. You need to have
23 engineering done," this kind of an outreach sort of
24 thing?

25 MR. WELK: Yes, they do. And Mr. Hemmerling

1 is in charge of that process.

2 COMMISSIONER SCHOENFELDER: I'm sorry I asked
3 about that.

4 MR. WELK: That is fine, and he should answer
5 that question.

6 COMMISSIONER SCHOENFELDER: I think that
7 follows up on what Commissioner Burg wanted to know.
8 That's all I have.

9 MS. WIEST: Any further questions from the
10 Commission?

11 COMMISSIONER NELSON: I have one. This
12 system -- you said how her order got in the system and
13 it kind of didn't get red flagged because there was
14 this number there and they had service so that kind of
15 led things astray a little. But, well, how in the
16 system that we have now working have we addressed the
17 problems so that kind of a glitch doesn't happen
18 again?

19 MR. WELK: He'll talk to that, Hemmerling.
20 He is the person who's got the new process, and he's
21 supposed to tell you those things.

22 COMMISSIONER NELSON: To me that didn't seem
23 like engineering, and you said he was an engineering.

24 MR. WELK: No. Hemmerling is in charge of
25 the held order group. It's a special group within U S

1 West called the held order group.

2 COMMISSIONER NELSON: Thank you.

3 MS. WIEST: Anything further from the
4 Commissioners? Do you have anything further, Mr.
5 Welk?

6 MR. WELK: No, I don't.

7 THE CHAIRMAN: Thank you, Miss Sevold. You
8 may call your next witness.

9 MR. WELK: We would call Harvey Wolff.

10 HARVEY WOLFF,

11 called as a witness, being first duly sworn,
12 was examined and testified as follows:

13 DIRECT EXAMINATION

14 BY MR. WELK:

15 Q. Would you please state your name.

16 A. My name is Harvey Wolff.

17 Q. And your position?

18 A. I'm a CP field engineer for U S West.

19 Q. What's that mean?

20 A. A CP field engineer interfaces with the
21 public government entities developers and the
22 provisioning center located in Denver. One of my major
23 responsibilities also is acquisition of right-of-way.

24 Q. How long have you worked for U S West?

25 A. I have worked for U S West for thirty years

1 and twenty-four of that in the engineering department.

2 Q. Would you have any formal indication in
3 engineering, or is it work experience?

4 A. It's primarily work experience. I have two
5 years of trade school, technical electronic trade
6 school.

7 Q. So you've worked over twenty-some years in
8 providing outside plant to customers for U S West?

9 A. That's correct.

10 Q. All right. Let's just go through the story
11 of, Mr. Wolff, how you got involved in this situation
12 and when. All right? And the Commissioners -- you've
13 been in the room and heard the testimony. And I want
14 you to feel free to tell -- I want the questions
15 answered, but tell us when you first got involved in
16 the Feickert matter.

17 A. I first got involved in the Feickert matter
18 approximately March 1st. What happened was the order
19 was due, I believe, February 29th. It was issued to
20 the field. A technician went out to work the order,
21 the dual service order. He could not, he or she, I'm
22 not sure, could not work the order because the
23 facilities were not available. That technician then
24 would hold the order. That's when the order was held
25 in our system that we're all talking about.

1 Q. So then you got a phone call knowing you got
2 a situation with no facilities?

3 A. The held order comes out on a machine,
4 teletype type machine, which was located in the
5 Aberdeen office; and we have an engineer there,
6 transition mode engineer. He was working there on a
7 transition assignment, and he was stationed right there
8 in Aberdeen, and he pulled the order off the machine
9 and called me up. I work and live in Bismarck, North
10 Dakota. I have a resident engineer at the Aberdeen
11 office, and he notified me that we have this held order
12 for Mrs. Feickert and that we don't have any facilities
13 there. I asked him then to -- this was about March,
14 early March, March 1st, time frame -- to go out and
15 take field notes and do the preliminary investigation
16 of how we could get facilities to Mrs. Feickert.

17 Q. What do you mean when you say field notes?
18 What do you have them actually do?

19 A. Actually measure and pick a route, you know
20 the best route, and measure the route. And I
21 discovered that there were two different ways that we
22 could feed the Feickerts. One was from the east and
23 one was from the west. I investigated the service from
24 the west and that was a small cable, 25-pair cable, and
25 the facilities on that cable were exhausted. There

1 weren't any spare pair in that route. So I elected to
2 feed or serve the Feickerts from the east.

3 Q. How long did it take you to figure out this
4 route that you were going to serve them from March 1 to
5 take us through the time frame.

6 A. Probably several days.

7 Q. Then what did you do after you determined the
8 route was going to go?

9 A. I must also add that we looked at placing
10 temporary facilities, you know, placing the drop on the
11 ground. That's probably one of our first things that
12 we do is to see what we can do to serve our customers
13 on a temporary basis with a drop on ground is what we
14 call it. And I elected not to serve the Feickerts with
15 a wire on the ground because of the safety issue that
16 it would be about three-fourths of a mile of wire on
17 the ground, which is -- you know, a snowmobiler could
18 get tangled in and it was a safety issue. And also the
19 cable where we would serve the Feickerts was on the
20 north side of the road, and they lived on the south
21 side of the county road. So we would have to get
22 across the road some way with that wire and it was in
23 March. We all know what the weather is like in South
24 Dakota in March. The ground was froze. So the only
25 way to get across the road would be through a culvert,

1 and the culvert was by a creek, which with all the
2 water we had that year of '95, we figured probably
3 would crash the wire out and damage the temporary
4 service. So we elected not to do the temporary.

5 Q. So what did you proceed with regarding
6 permanent service then after you determined the route
7 of where it should go?

8 A. We had some discussions as to whether to
9 place the cable in the ditch. And because that would
10 be public right-of-way and would be easier to obtain,
11 we elected not to do that because the ditches were full
12 of water. And I like to get private right-of-way as
13 well, or is my first preference anyway because if there
14 is ever any road work, that facility gets damaged and
15 destroyed and that's why I look to be on a private
16 right-of-way. So the private right-of-way issue was a
17 cleaner, safer route and better for future service.

18 Q. So how do you determine the private
19 right-of-way? How determine who owns the land and who
20 you need to get permission from?

21 A. The -- okay. The way I do that, I hand the
22 right-of-way, acquisition of the right-of-way over to a
23 private contractor, which in this case was Finley
24 Engineering out of Bismarck.

25 Q. What do they do?

1 A. They prepare the easements and the
2 documentation and do title searches and write letters
3 to determine who the landowners are and communicate
4 with the landowners and get signatures for easements
5 for placing our facilities.

6 Q. Well, in this instance you knew there were
7 going to be extended facilities. Were there going to
8 be charges that the customer was going to have to pay
9 for extended facilities?

10 A. That's correct. That's why this engineer
11 that I had take the field notes did the actual
12 measurement and drew the sketches up. And I made a
13 mistake on quoting the excess construction charge.
14 That's why the one rate that Mrs. Feickert said was
15 1,100 and something. I misread the tariff, and the
16 tariff states that the charge is 48 cents a foot.
17 That's the average unit cost is 48 cents a foot. And
18 then there's another paragraph on the tariff that says
19 U S West will charge half of that. I used the 48
20 cents.

21 Q. So you quoted her --

22 A. That was an error on my part.

23 Q. You quoted her basically double and then when
24 you read the tariff, you saw it was essentially half?

25 A. That's right.

1 Q. And the tariff provides that she gets the
2 first half mile free?

3 A. That's correct.

4 Q. So it's after the first half mile under the
5 tariff it's 24 cents a foot?

6 A. Right.

7 Q. That's what's charged?

8 A. Right. And I gave her the half mile free,
9 but I charged her the 48 cents instead of the 24 cents.

10 Q. All right. Did you have -- all right. So
11 Finley Engineering is working on the easements. Are
12 they the one ones that communicate who -- once they
13 determine who the title owners are of the private
14 right-of-way, do they take care of communicating to
15 those people?

16 A. Yes, they do.

17 Q. Where were the people located that had to
18 provide the permission to obtain the private
19 right-of-way?

20 A. It was a brother-sister ownership. The
21 brother lived in Virginia, and the sister lived in
22 California.

23 Q. When did you start contacting them? When did
24 Finley start contacting them?

25 A. I handed the right-of-way package off to them

1 to obtain right-of-way March 18th, and I think their
2 first correspondence with those -- with that landowner
3 was April 2nd.

4 Q. Why did it take two weeks to start writing?

5 A. Well, some of that, I'm sure, was the time
6 that they did the title search work and determined
7 where the landowners, who they were and who the legal
8 owners was. The brother had an unlisted phone number,
9 so they had difficulty getting ahold of the brother.

10 Q. So that process is going on with the
11 right-of-way contractor. And then are you talking to
12 the Feickerts? You gave the quote, obviously, you've
13 testified you gave a higher quote than what should have
14 been. What are you telling the Feickerts what's going
15 on here?

16 A. Well, the Feickerts called, I think, Dan
17 Cavanaugh once or twice, and then Dan then added me on
18 the line and I talked to them.

19 Q. Mr. Cavanaugh is the local manager?

20 A. Right, Dan Cavanaugh is the local manager of
21 Aberdeen. And I had Mrs. Feickert on line with Finley
22 Engineering, I think, probably twice to update her as
23 to the status of the right-of-way, where we were, what
24 we were doing, what problems we were running into. And
25 I think I maybe talked to Mr. Feickert or had him on

1 line one time, so about three different occasions I had
2 the Feickerts on line with me visiting with Finley
3 Engineering.

4 Q. Giving them updates?

5 A. Updates on the right-of-way.

6 Q. All right. When was the right-of-way, the
7 permission finally obtained?

8 A. The right-of-way was obtained June 4th.

9 Q. Now, you didn't wait to do the engineering
10 until you got the signed papers, did you?

11 A. No, I did not. We did the engineering -- I
12 had to have the engineering complete prior to March
13 18th to send the information to my right-of-way agent
14 to obtain the right-of-way, so the engineering had to
15 be complete before then.

16 Q. So the engineering was done by March 18th and
17 from March 18th -- what happened as far as the
18 engineering of the job between March 18th and the final
19 receipt of the right-of-way? What's going on from
20 engineering perspective, if anything?

21 A. There wouldn't be anything. The engineering
22 is complete. We're just waiting for the completion of
23 the right-of-way. Once the right-of-way is complete,
24 we issue the job to the construction department. The
25 construction department orders the cable after the

1 right-of-way is obtained. The reason we don't order
2 the cable prior to the right-of-way is because of the
3 right-of-way problems we have to have, there's possible
4 re-routes, so the cable would be different, the
5 lengths.

6 Q. Why did you order a 50-pair cable?

7 A. The reason I ordered a 50-pair cable was,
8 like I said earlier, the area to the west of the
9 Feickerts is a small cable, it's a 25-pair cable, and
10 there aren't enough facilities on that cable, so the
11 cable to the east of the Feickerts was a 50-pair
12 cable. I was planning on extending that 50-pair cable
13 up to the Feickerts so that when the cable east of them
14 would exhaust, I would be able to extend that cable in
15 front of the Feickerts and relieve the area to the west
16 of them for future growth.

17 Q. If you got the right-of-way on June 4th, how
18 long did it take to get the cable in?

19 A. The cable was received June 12th.

20 Q. And when was the cable placed?

21 A. The cable was placed and spliced and
22 ready-for-service by June 20th.

23 Q. So it was ready to be turned on there on June
24 20th; correct?

25 A. That's correct.

1 Q. All right. What's the difference in cost if
2 you had ran just a two-pair cable out versus a 50-pair
3 cable?

4 A. I don't know that exact figure. But the
5 majority of the cost is not the cable or the material.
6 It's the trench.

7 Q. What do you mean by that?

8 A. The facility for the trench, the trench that
9 you put the facility in.

10 Q. So --

11 A. Whether it's a wire or a cable, that trench
12 is the majority of your cost.

13 Q. So that's what you pay someone to dig the
14 hole to put the cable in?

15 A. That's correct, contractor to place that
16 facility.

17 Q. So in order to serve the Feickerts, you had
18 to put cable in. Did you have to put a pedestal or
19 anything in?

20 A. Yes, we did. We put the pedestal straight
21 south of their place on the opposite side of the county
22 road that goes by their place.

23 Q. What was the actual cost to place this cable
24 and to provide service that U S West has paid?

25 MR. HOSECK: I'm going to object. I think

1 that's irrelevant.

2 MS. WIEST: Overruled.

3 A. Approximately \$5,400, I believe.

4 Q. And U S West had charged and received an
5 excess construction fee of 500 approximately \$70?

6 A. I believe so.

7 MR. WELK: I have nothing further.

8 MS. WIEST: Miss Feickert, do you have any
9 questions of this witness?

10 A. No.

11 MS. WIEST: Mr. Hoseck?

12 MR. HOSECK: Yeah, thank you.

13 CROSS-EXAMINATION

14 BY MR. HOSECK:

15 Q. Mr. Wolff, have you seen the responses that
16 U S West has filed to staff's data requests in this
17 case?

18 A. Yes, I have.

19 Q. One question I have in that regard is whether
20 or not the Feickert property is inside the base rate
21 area. And the reason I ask the question is that the
22 data responses gave staff two different views of this;
23 one that it was and one that it wasn't. So what I'm
24 asking you here today is, is it in the base rate area?

25 A. No, it's not in the base. It's outside the

1 base rate area.

2 Q. So under the tariff if it's outside of the
3 base rate area, the excess construction fee would
4 apply; is that correct?

5 A. That's correct.

6 Q. Okay. With regard to this 50-pair cable that
7 you've been testifying about, when was it decided that
8 a 50-pair cable was needed?

9 A. In the preliminary engineering time frame,
10 first part of March. We look at the facilities that we
11 would serve a customer from, and it was then determined
12 that the one cable to the west of their place was
13 full. And the cable to the east, which was an existing
14 50-pair, had plenty spare pairs in it. And I made the
15 decision, an engineering decision, to then extend that
16 cable for future relief to the area to the west which
17 was near exhaustion.

18 Q. Did you have any conversations with
19 Mr. Feickert about alternative routes that that cable
20 could have been run into the property?

21 A. No, I did not.

22 Q. With regard to these excess construction
23 costs, do the Feickerts pay for anything other than the
24 minimum necessary to get basic service to their
25 residence?

1 A. No. They pay the way the tariff reads, first
2 half mile free and 24 cents thereafter.

3 Q. So it would make no difference to the
4 Feickerts whether you put in a 50-pair cable or
5 one-pair cable; is that correct?

6 A. That's correct.

7 Q. Why was the cable not ordered until June 5,
8 1996?

9 A. I thought I explained that. The reason we
10 don't order the cable earlier is because of the
11 right-of-way route was not firmed up. We did not have
12 the right-of-way. And if you don't obtain -- if you
13 have problems with obtaining a right-of-way, you might
14 have a reroute, so you don't order the cable until you
15 know until the route is firm.

16 Q. Is this 50-pair cable something that you just
17 do not keep on hand in Aberdeen?

18 A. No, it's common.

19 Q. Where do you order it from?

20 A. I'm not sure where we -- who our supplier is
21 at a time. We have different suppliers. But it's --
22 50-pair is a common cable.

23 Q. I want to explore with you a little bit this
24 acquisition of right-of-way that took place.

25 A. Okay.

1 Q. What is it in the process of going out and
2 building a line such as was done in this case that
3 triggers the acquisition of right-of-way? What event
4 sets off the acquisition of right-of-way process?

5 A. Any time that we have to place anything in
6 the ground, that is not on our -- that is not on land
7 that we do not own, we have to obtain right-of-way.
8 Whether it's on private right-of-way or public
9 right-of-way, we still have to obtain right-of-way,
10 whether it's a county or private right-of-way.

11 Q. And you've been present here in the hearing
12 today, have you not?

13 A. Yes.

14 Q. Okay. And with regard to the placing the
15 orders in this case, which I believe the initial
16 contact by Mrs. Feickert was in early December 1995,
17 why wasn't the acquisition of right-of-way commenced at
18 that time?

19 A. I was not aware that the order was -- the
20 request for service was there until the day that the
21 order was due, which was February 29th. I was not made
22 aware that there was a problem.

23 Q. So, in other words, somewhere within U S
24 West's organization approximately three months elapsed
25 between the time of Mrs. Feickert calling and

1 requesting a phone to the point of you having to do
2 your engineering; is that correct?

3 A. That's correct.

4 Q. And so you testified that you have an
5 engineering company, Finley Engineering, do your
6 contract acquisition; is that correct?

7 A. Yes.

8 Q. And when were they first contacted?

9 A. March 18th.

10 Q. In a perfect world, in an ideal world, if
11 this set of circumstances had not occurred as they had
12 not in this case, when would Finley Engineering
13 normally be contacted?

14 A. When would they normally be contacted? The
15 minute as soon as the basic engineering and the route
16 was complete.

17 Q. And is all the engineering done internally
18 within U S West?

19 A. Not all.

20 Q. Was any on this particular job done by an
21 independent contractor engineering firm?

22 A. No, it was all done internally.

23 Q. You mentioned one of the reasons for a delay
24 in the acquisition of right-of-way was that one of the
25 parties had an unlisted phone number. The question I

1 have is are unlisted phone numbers a barrier to
2 telephone companies in terms of reaching people?

3 A. Yes, they are.

4 Q. They are? You don't have access to them?

5 A. I do not -- the engineering firm Finley
6 Engineering was obtaining the right-of-way for me. I
7 was not part of that.

8 Q. Is it a part of their normal course of
9 conduct that if they ran into this problem that they
10 might contact the phone company?

11 A. I could not give it to them, no.

12 MR. HOSECK: That's all the questions I have
13 at this time. Thank you.

14 MS. WIEST: Commissioners?

15 THE CHAIRMAN: Yeah, I have several. Do you
16 know what triggers contacting you when -- I mean how do
17 you get that notice that you have to do something to
18 get service to these people?

19 A. It's when the order goes held, when the order
20 is released to the field and the field cannot work the
21 order.

22 THE CHAIRMAN: What do you mean by the
23 field? Who is that?

24 A. The technicians, the people that install it.

25 THE CHAIRMAN: Where are they located in this

1 case?

2 A. In Aberdeen.

3 THE CHAIRMAN: So until February, March 1st,
4 nobody contacted Aberdeen that they had had a request
5 for service at this point; is that correct?

6 A. That's right.

7 THE CHAIRMAN: And so those orders --

8 A. Well, February 29th, Commissioner, I'm sorry.

9 THE CHAIRMAN: And so those orders are held
10 internally someplace in U S West's system until the day
11 it's needed, and then they contact Aberdeen and say
12 switch them on. Is that accurate?

13 A. It's sent to the field, Dan Cavanaugh's
14 group, and they have the order to install this
15 service. And then if they cannot do it, they call in
16 to our system people and tell them that this order
17 cannot be worked, and then it goes held. And then that
18 order is sent out for engineering assistance, so that's
19 when I get involved.

20 THE CHAIRMAN: Do they ever ask you if this
21 is good enough? I mean because you have to be running
22 into these kind of questions when it gets to you.
23 You've got to have more than once this kind of thing
24 happens?

25 A. No, they have not asked me.

1 THE CHAIRMAN: If you had a choice, when
2 would you find out about these things?

3 A. Well, I would like to have found out the day
4 Mrs. Feickert requested service.

5 THE CHAIRMAN: That's part of my problem. I
6 cannot see where that order is a run-through so that
7 somebody says we can't do that so you can start that
8 process.

9 A. As much lead time as I can get, the better
10 off I am.

11 THE CHAIRMAN: Excuse me. How far is it from
12 Feickerts to the cable that's west of their house?

13 A. They were about equal distances.

14 THE CHAIRMAN: So it wouldn't have been made
15 any distance which way?

16 A. That's right.

17 THE CHAIRMAN: The other thing, how would --
18 why should they have to pay excess construction when
19 you knew you need to build for future development out
20 there anyway?

21 A. That's the tariff. The tariff.

22 THE CHAIRMAN: So because you can charge
23 tariff, you're going to charge it even though everybody
24 in the future in that area won't have to pay anything
25 extra?

1 A. I did not have the trigger. Mrs. Feickert
2 was -- the service request was the trigger to place
3 that facility.

4 THE CHAIRMAN: That's the problem we have.
5 How can everybody else that's going to get off from
6 those 50 pairs, get a pair off those 50, aren't going
7 to charge extra because it's out there. And I know
8 that it allows for proration, but I don't know how that
9 actually occurs. You found out about March 1st that it
10 would -- that there would be an excess construction to
11 get the service to the Feickerts; correct? 29th or
12 March 1st?

13 A. Yes.

14 THE CHAIRMAN: When did you estimate how long
15 it would take to get them service?

16 A. Well, generally it would take a month to
17 obtain the right-of-way on a normal situation like
18 this. I would think a month is about average. And we
19 had -- besides the parcel that we had difficulty
20 obtaining, we had one other landowner that we did
21 obtain easement from. We crossed -- we had a pipe line
22 crossing that we had to apply for and a county road
23 permit which we had to apply for. We received that
24 private easement, the pipe line crossing, and the
25 county road crossing by April 18th. The difficulty was

1 with the people on both ends of the United States.

2 THE CHAIRMAN: But by April 18th it was
3 already a month and a half or a little better?

4 A. Right.

5 THE CHAIRMAN: Is that normal?

6 A. Yes.

7 THE CHAIRMAN: When it occurs to you that
8 it's going to be that long of time, do you start to
9 look for another way to get service to a customer?

10 A. Well, in this particular case I wasn't too
11 concerned because we couldn't place the wire or the
12 cable anyway because the ground was froze. You know,
13 the earliest we could have placed the cable, if we
14 could have gotten the right-of-way, would have been
15 probably May 7th, 10th.

16 THE CHAIRMAN: But you said when you have
17 this occurrence you usually look to see to put system
18 on top of the ground?

19 A. That's the first thing we do before.

20 THE CHAIRMAN: Do you ever request connection
21 to another utility's poles to go above ground to get
22 this same service in?

23 A. We have done that, yes.

24 THE CHAIRMAN: And they've testified -- you
25 heard them testify there is a power line running right

1 by their place; right, running down that same road?

2 A. I guess that's what they testified, yes.

3 THE CHAIRMAN: Did you investigate the
4 opportunity to hang on the poles on a temporary basis
5 to get them service?

6 A. Generally we cannot do that. The spans are
7 too long and the wire wouldn't --

8 THE CHAIRMAN: Wouldn't support the sag or
9 the distance?

10 A. Right.

11 THE CHAIRMAN: But did you investigate that?

12 A. No, I did not.

13 THE CHAIRMAN: Is that ever a common practice
14 at all?

15 A. We use it for crossing roads at times, you
16 know, if there's a line on one side or the other, we'll
17 cross a road using that method.

18 THE CHAIRMAN: Is that difficult to get from
19 the power company if you do it?

20 A. No.

21 THE CHAIRMAN: I mean it just occurs to me
22 when you knew it was going to be a month and a half to
23 two months beyond, and at that point you should have
24 known, it's backwards looking, that they actually
25 requested service in the first of December and they

1 requested it for February and that you weren't going to
2 give it them until at least April 1st or May 1st we're
3 looking at because you knew --

4 A. May.

5 THE CHAIRMAN: -- it would take that long.
6 It just seems reasonable that a company wanting to
7 provide service would try to find another way to give
8 them service.

9 A. I thought we would be able to get them
10 service by May 15th.

11 THE CHAIRMAN: And that's two and a half
12 months past the request date.

13 A. Commissioner, I couldn't meet her April 1st
14 date because the ground was froze anyway, you know.

15 THE CHAIRMAN: I mean this gets back to it.
16 You know, I don't know whether it was froze on December
17 1st or not. We've had some years when that's possible,
18 but that's why I don't know.

19 A. I did not know she asked in December.

20 THE CHAIRMAN: That's not your problem. But
21 it is a problem?

22 A. Yeah.

23 THE CHAIRMAN: Okay. I guess that's all I
24 have.

25 MS. WIEST: Any other questions?

1 COMMISSIONER NELSON: I have a couple. Back
2 to this you chose to go east instead of west; right,
3 because the west was full; right?

4 A. That's correct.

5 COMMISSIONER NELSON: Right?

6 A. That's right.

7 COMMISSIONER NELSON: Okay. So when you go
8 the other direction, was the -- was it in the public
9 right-of-way?

10 A. I don't know that for sure without looking.
11 I would -- I'm not sure. It could be and it could not
12 be.

13 COMMISSIONER NELSON: Was it an option to put
14 more cable that would carry more people on the other
15 side and hook them up to what already existed?

16 A. Not economically. I would had to go further,
17 a longer distance. It would have cost more to get to a
18 larger cable to reinforce that. It was cheaper to go
19 the route I took.

20 COMMISSIONER NELSON: Cheaper for you.

21 A. Cheaper and more timely. I would have had
22 to --

23 COMMISSIONER NELSON: But you already had the
24 right-of-way.

25 A. No, I did not have right-of-way to go from

1 the west. No. You have to obtain new right-of-way
2 each and every time you put cable in the ground.

3 COMMISSIONER NELSON: Even if you have
4 existing cable there?

5 A. Yes. If you have an easement that is ten or
6 16-feet wide, you have an easement. You have a right
7 to go through there, but you still have to contact that
8 landowner, so there's still some communications with
9 that landowner.

10 COMMISSIONER NELSON: Unless it was on public
11 right-of-way, and you don't know; right?

12 A. If it's on the public right-of-way, I'd still
13 have to apply to the county or township, whoever owns
14 whatever road it is, yeah.

15 COMMISSIONER NELSON: If that was a given,
16 how soon could you have done this?

17 A. Depends upon when the commissioners meet.
18 They're usually easier to obtain.

19 COMMISSIONER NELSON: What month would you
20 have started on the process if you were going to go on
21 the other way?

22 A. There wouldn't have been any change.

23 COMMISSIONER NELSON: You still would have
24 started in March?

25 A. Sure.

1 COMMISSIONER NELSON: Okay. On the cable,
2 there's nothing unique about this particular cable that
3 you use, and so you could have used it any way?

4 A. That's right.

5 COMMISSIONER NELSON: I mean down the line
6 you're surely going to need it somewhere; right?

7 A. I hope so.

8 COMMISSIONER NELSON: So are you telling me
9 that you don't have cable on hand? You only order
10 enough cable that you mean -- she's shaking her head
11 and I don't want to see it. Do you really only order
12 cable for a project at a time?

13 A. That's correct.

14 COMMISSIONER NELSON: You're kidding.
15 Really?

16 A. Yes, that's right.

17 COMMISSIONER NELSON: Seriously? Okay.
18 Thanks.

19 COMMISSIONER SCHOENFELDER: I have a couple.
20 And I think you've said and Mr. Welk has said U S West
21 has made errors and you're admitting that. I want to
22 just know how your group dealt with this just from my
23 information. First of all, you said you made the error
24 on the quotation of the line. Did you ever convey that
25 to Mrs. Feickert, or did you ever discuss that with

1 them? And how did she find out there was an error? Or
2 was she under the impression that was negotiated down?
3 I want to know if you know this.

4 A. I did not.

5 COMMISSIONER SCHOENFELDER: I'll find out
6 from someone else, unless you do know.

7 A. Sure. I did not convey that with Cathy. How
8 she found out about it -- I changed it with the -- with
9 our BART billing people, who issue the contract
10 proposal out to Cathy. I communicated that with them.

11 COMMISSIONER SCHOENFELDER: Okay. Then I
12 just want to know what the lines of communication were
13 here and who knew what, when sort of. And I know
14 there's dates in here, but I just want to know from
15 your perspective. You said that a couple of times you
16 were on the line with Mr. Cavanaugh and either
17 Mrs. Feickert or Mr. Feickert and yourself?

18 A. That's right.

19 COMMISSIONER SCHOENFELDER: And she had to
20 call in. Did you ever call them and talk to them about
21 the engineering problems? We all live in South
22 Dakota. We know what the weather conditions are here.
23 And most of us are pretty sympathetic about those kinds
24 of things. So did you ever discuss with them the route
25 this cable was to take and the ditches full of water

1 and those sorts of things? Was that ever conveyed to
2 them, to your knowledge?

3 A. I did not call them. They called inward, and
4 I conveyed -- I believe I conveyed to them, you know,
5 in our conversation what the situation and problems
6 were.

7 COMMISSIONER SCHOENFELDER: Can I ask you to
8 put yourself in the position of a customer?

9 A. Sure.

10 COMMISSIONER SCHOENFELDER: And so my
11 perception as a customer would be I will call in and
12 first I have to call because no one has told me I've
13 got a problem. I'm sitting there waiting to find out
14 why I don't have a phone. And I really don't
15 understand engineering, and I really don't, and so I'm
16 calling in and you sort of give me excuses. Doesn't
17 that sound like excuses if you're on the other end of
18 the conversation? And the excuses may be valid from
19 your point of view, but don't you think from the
20 customer's point of view they're just kind of excuses?

21 A. Excuses or facts?

22 COMMISSIONER SCHOENFELDER: Well, but if --

23 A. I don't know.

24 COMMISSIONER SCHOENFELDER: You as an
25 engineer for the company have a factual problem, and

1 you have actually have a weather problem and an
2 engineering problem, in your opinion wouldn't it make
3 sense to convey that to the customer so that they
4 didn't become agitated?

5 A. I think she understood the problems we were
6 having in engineering and obtaining right-of-way. She
7 understood that.

8 COMMISSIONER SCHOENFELDER: Did anyone from
9 your group ever go to them and say how absolutely
10 important it is to have this phone? Is it absolutely
11 an emergency? Did you know whether anyone in that home
12 had emergency problems, needed to contact a doctor,
13 those kinds of things? And did you ever offer to put
14 something in temporary just to solve those potential
15 problems?

16 A. Commissioner, I knew very, very well that the
17 problems Mrs. Feickert was having. She called
18 frequently, and we knew that she wanted service. And I
19 thought we were doing everything that we possibly could
20 to provide her service in as timely a manner as
21 possible under the circumstances.

22 COMMISSIONER SCHOENFELDER: But did you alone
23 make the decision not to string the temporary cable?

24 A. I believe --

25 COMMISSIONER SCHOENFELDER: Or service, or

1 whatever it is you call it?

2 A. I did discuss with the people that were out
3 in the field that were physically there and looked at
4 it.

5 COMMISSIONER SCHOENFELDER: Were you --

6 A. Those people were Jim Coughlin, the temporary
7 engineer, and/or the transition engineer, and Dan
8 Cavanaugh. We discussed that mutually and it's
9 basically my decision.

10 COMMISSIONER SCHOENFELDER: But were your
11 reasons your safety reasons and the fact that you had
12 to go through a culvert and you might lose that service
13 in spring floods? That's pretty forward-looking for a
14 temporary service. But all of those reasons that you
15 put together, were those ever conveyed by your group to
16 the Feickerts, or do you know?

17 A. I can't recall. I can't remember. I can't
18 answer that.

19 COMMISSIONER SCHOENFELDER: So they weren't
20 given a choice between a temporary service and waiting
21 for the permanent? You don't know that they were ever
22 given that choice?

23 A. That's probably right, yes.

24 COMMISSIONER SCHOENFELDER: Okay. Does it
25 always take -- and I think you've covered that, but

1 will you answer it again for me, please?

2 A. Sure.

3 COMMISSIONER SCHOENFELDER: When you hand
4 over your right-of-way acquisition to a private
5 company, does it always take this long to gear it up?
6 And I know we've been harping about the length of time,
7 but I need to have you answer it one more time,
8 please.

9 A. It takes approximately one month to obtain
10 right-of-way, yes.

11 COMMISSIONER SCHOENFELDER: And was that ever
12 conveyed to the customers?

13 A. No, I don't believe so.

14 COMMISSIONER SCHOENFELDER: And then a CP
15 field engineer is a capacity provisioning engineer?

16 A. That's correct.

17 COMMISSIONER SCHOENFELDER: Thank you.
18 That's all I have.

19 MS. WIEST: Any more questions from the
20 Commissioners? Mr. Welk?

21 MR. WELK: No.

22 MS. WIEST: Ms. Feickert.

23 MS. FEICKERT: Can I ask one question?

24 CROSS-EXAMINATION

25 BY MS. FEICKERT:

1 Q. You indicated that the 25-pair to the west
2 was full when you looked into our situation?

3 A. Yes.

4 Q. Okay. If that's a fact, there's been a new
5 house built --

6 A. I didn't say.

7 Q. -- in '96.

8 A. I didn't say it was 100 percent full. I said
9 it was near capacity.

10 Q. Excuse me, explain that to me again.

11 A. It was a toss-up of feeding if from the west
12 or the east. It wouldn't have made any difference.

13 Q. So then it's not full because that house has
14 been built since ours is there. And the name is Eske.
15 And you would have to have done the right-of-way. I
16 mean that was done?

17 A. It would have been the same situation.

18 Q. Okay. Just let it know that 25-pair is not
19 full then.

20 A. It's not 100 percent full, but near full,
21 near exhaustion, near exhaustion.

22 MS. WIEST: Mr. Welk, anything?

23 MR. WELK: No.

24 A. It's just economically engineering smart to
25 place a cable from a facility that is much -- has more

1 facilities.

2 MS. WIEST: Any further questions? Thank
3 you. We'll take a short break.

4 (AT THIS TIME A SHORT RECESS WAS TAKEN.)

5 MS. WIEST: Commissioner Nelson has one more
6 question for you.

7 MR. WELK: You're still under oath.

8 COMMISSIONER NELSON: We kind of talked about
9 it a little earlier. Can you tell me specifically what
10 the distance was if you went east and if you went west?

11 A. It was roughly right in between. It was a
12 wash.

13 COMMISSIONER NELSON: Do we know -- do we
14 have those numbers somewhere?

15 A. I don't have them.

16 MR. WELK: We've got a plat here.

17 COMMISSIONER NELSON: Is he the wrong person
18 to ask?

19 MR. WELK: He's the right person. There's a
20 print of the job. And, Mr. Cavanaugh, don't you have
21 that as well.

22 MR. CAVANAUGH: I have.

23 THE CHAIRMAN: What I would suggest is we
24 have a late-filed exhibit or an exhibit that we can do
25 -- let him find it.

1 COMMISSIONER NELSON: That would be good.
2 Thank you.

3 MR. WELK: They have a print, and that just
4 shows the way the job is now. But that's not your
5 question, is it?

6 COMMISSIONER NELSON: No. I want to know how
7 far it was if you went one way versus the other way,
8 the actual distance.

9 MR. WELK: Can you answer that maybe while we
10 go to another witness, or would you know the answer
11 now.

12 MR. WOLFF: No, I don't.

13 MR. WELK: Can you consult Mr. Cavanaugh and
14 get an answer to the question so we can get her
15 question before you leave?

16 MR. WOLFF: Yes, I will.

17 COMMISSIONER NELSON: I wouldn't mind seeing
18 the plot either.

19 MR. WELK: Sure.

20 COMMISSIONER NELSON: Can we enter that as an
21 exhibit?

22 MR. WOLFF: Here's --

23 REDIRECT EXAMINATION

24 BY MR. WELK:

25 Q. Are you able to compute the difference off

1 the plat?

2 A. Yeah. It's a quarter.

3 MR. WELK: Let's make this clear.

4 (HEARING EXHIBITS NO. 5 & 6 WERE MARKED
5 FOR IDENTIFICATION.)

6 Q. Mr. Wolff, I'm handing you Exhibit 5. What
7 is Exhibit 5?

8 A. Exhibit 5 is the actual engineering work
9 print that this cable was, or this facility was placed
10 under.

11 Q. All right. And it has a lot of squiggles and
12 lines. And for those of you us who aren't engineers,
13 you can look at this and can you and determine how many
14 feet cable was placed?

15 A. There are measurements, yes, on the bottom of
16 the cable. Those are running measurements.

17 Q. What are they?

18 A. From the cable to the creek crossing was
19 2,287 feet. From the creek crossing to the Feickert
20 residence -- well, to a point parallel to the Feickert
21 residence and north of the Feickert residence it was
22 1,586 feet where we placed the terminal. And then from
23 that terminal on north of the Feickert residence to the
24 Feickert residence the footage is 1,000 -- I think it's
25 1,011 feet.

1 Q. And what is Exhibit 6?

2 A. Exhibit 6 is a copy of the county atlas for
3 Brown County showing the section township and range
4 where the Feickerts live.

5 Q. Are you able by looking at the atlas, which
6 is Exhibit 6, to answer Commissioner Nelson's question?

7 A. I cannot give her the exact footage because
8 it's not on there, but I can give a comparison, you
9 know, to the scale.

10 MR. WELK: Commissioner Nelson, is that what
11 you want?

12 COMMISSIONER NELSON: Right.

13 A. Can I show it to her? (Indicating) This is
14 the area west of the Feickerts. The Feickerts live
15 right here, end of this line. This line indicates or
16 signifies the cable that was placed. We started at
17 this point and went this far and then into their
18 residence. Okay. They live right at the end of that.
19 The cable to the west of them is at this point.

20 COMMISSIONER NELSON: Okay.

21 A. This number nine is a section.

22 COMMISSIONER NELSON: So nothing is here?

23 A. That's right. This is the route that we were
24 talking about, the other optional route, right.

25 COMMISSIONER NELSON: And then you'd still

1 have to go this little jog in here?

2 A. Right.

3 COMMISSIONER NELSON: Okay. Thank you.

4 MS. WIEST: Mr. Wolff, for the record, could
5 you please mark those routes so we would know what you
6 were talking about there?

7 MR. WELK: I've got a red pen.

8 A. Okay.

9 MR. WELK: Why don't you put your initials,
10 as Miss Wiest indicated, after you draw the red line
11 and put your initials so when we look back we'll know
12 who did this?

13 A. Should I draw the alternate route in?

14 MS. WIEST: Right. And mark it as the
15 alternate route.

16 A. Okay. I'll use a dashed line for the
17 alternate route, dashed red line.

18 MS. WIEST: Did you have any more questions?

19 COMMISSIONER NELSON: No. Thank you.

20 MS. WIEST: And is there any objection to
21 Exhibits 5 and 6 being admitted?

22 MR. HOSECK: None.

23 MS. WIEST: Then Exhibits 5 and 6 are both
24 admitted. You may call your next witness.

25 MR. WELK: Thank you, Miss Wiest. U S West

1 would call John Hemmerling.

2 JOHN HEMMERLING,

3 called as a witness, being first duly sworn,
4 was examined and testified as follows:

5 DIRECT EXAMINATION

6 BY MR. WELK:

7 Q. Would you please state your name.

8 A. John Hemmerling.

9 Q. Mr. Hemmerling, where do you live?

10 A. In Shoreview, Minnesota.

11 Q. Are you employed by U S West?

12 A. Yes, I am.

13 Q. What's your current position with U S West?

14 A. Manager of loop provisioning center for the
15 eastern five states: Minnesota, Iowa, North and South
16 Dakota, and Nebraska.

17 Q. What was that title again, manager of what?

18 A. Manager of loop provisioning center.

19 Q. What's the provisioning center?

20 A. The provisioning center is the center that
21 makes all of the assignments for all of the service
22 orders in the five states.

23 Q. How long have you worked for U S West?

24 A. Twenty-eight years.

25 Q. What's your background?

1 A. Engineering primarily.

2 Q. Do you have a formal training in engineering?

3 A. No, I do not.

4 Q. So it's been on-the-job training?

5 A. Yes, it has.

6 Q. What types of positions have you held within
7 the company during those twenty-eight years?

8 A. Other than my experience as an occupational
9 person in Duluth, Minnesota, it's been engineering,
10 with the exception that from 1981 through 1986 -- April
11 of 1986 I worked for AT&T Bell Laboratories on this
12 system, the engineering portion of it.

13 Q. What's the engineering portion of what
14 system?

15 A. LFAS, the assignment system is LFAS, Loop
16 Facilities Assignment System.

17 Q. Why don't you go slower on that. What is
18 this system you're talking about?

19 A. That is the system that generates the
20 assignments for all service orders that are issued
21 within my five states.

22 Q. All right. Are you as part of this manager
23 of the provisioning center, is that part of this held
24 order group within U S West?

25 A. Yes, it is.

1 Q. Why don't you tell the Commission basically
2 what you do as part of this provision manager of
3 provisioning center and the held order group?

4 A. My role in life basically is to resolve held
5 orders. An order would be placed with the business
6 office, a sales rep. The sales rep would take the
7 information from the customer, would type the order,
8 and input it into the service order processor. The
9 service order processor would hand it off to my
10 assignment system, LFAS. It would make every attempt
11 to assign that order with the known facilities that are
12 stored within the database. If that order is not
13 assignable, it -- being for whatever reason, it will
14 come out, it will -- it's called RMAQ mail assistance
15 to one of my assigners. One of my assigners will go
16 through an elaborate ten-step process to assign that
17 order manually. If --

18 Q. Let's stop. Let's start here. Your job is
19 basically to take care of held orders; correct?

20 A. That is correct.

21 Q. All right. How does this held order get to
22 your group?

23 A. During the assignment process, if the
24 assignment system cannot assign that order, it's unable
25 to find facilities, it falls out.

1 Q. How does it fall out? I mean is it an
2 entering in a computer system, or what do you mean?

3 A. A notice falls out of the assignment system.
4 It's called RMAQ, manual assistance unable to assign a
5 complete loop.

6 Q. So you get notified? If a system can't
7 assign a facilities, your group is notified?

8 A. That is correct.

9 Q. And you have how many people in your group?

10 A. I have 41 assigners.

11 Q. In the five-state area?

12 A. No. I have 13 more assigners in Des Moines.
13 And I have another 13 in Omaha.

14 Q. So how many people do you have in your group?

15 A. I have a total of 152 people.

16 Q. And anybody of these 152 could work a held
17 order in South Dakota?

18 A. Most of the held orders are being handled out
19 of Omaha.

20 Q. So if there's a problem with a held order,
21 somebody in your group located in Omaha would most
22 likely be the one to work?

23 A. That is correct.

24 Q. So I'm in your group and I get notified
25 there's a held order problem, all right? What happens

1 within your group? If I'm here at this assigner in
2 Omaha and I know there's a held order in South Dakota,
3 what do I do?

4 A. My plant line assigner would go through the
5 ten-step process hoping to find some type of facility
6 that could resolve that held order. If that plant line
7 assigner cannot find facilities, he or she would direct
8 it to the appropriate person that could bring
9 resolution to that held order, whether it was
10 engineering or whether it was in maintenance.

11 Q. How quickly is your group informed of these
12 held orders?

13 A. Instantaneous, obviously. It's
14 instantaneous. When the order cannot be assigned, it
15 falls out right then, and they go through that process
16 to try and resolve that held order. If they cannot
17 resolve that held order, as I had indicated, then they
18 immediately route it to the attention of the party that
19 could participate in the resolution of that held order,
20 and that was being engineering or in maintenance.

21 Q. You've heard -- you've been in the room all
22 afternoon, haven't you?

23 A. Yes.

24 Q. Now, is this -- you heard a number of
25 questions by the Commissioners about contacting the

1 customer. Who contacts the customer if it falls out
2 and ends up in your group?

3 A. If that order falls out, it's my group. When
4 that order is unable to be assigned, today we -- back
5 when Mrs. Feickert's order was processed, we did not
6 have the remote tracking tool we have today, that tool
7 we use to communicate with all of the departments the
8 status of a held order, what's wrong with it, and it's
9 routed to the appropriate people that can resolve the
10 held order. As far as a communications, at that time
11 the order when it was held by my group printed out on a
12 printer in the delayed order group. The delayed order
13 group would then pull that note and contact the
14 customer and let them know that there would be a delay
15 in providing service.

16 Q. When is the customer contacted?

17 A. The customer should be contacted within 24
18 hours.

19 Q. All right. Let's take the hypothetical, or
20 we're down in Omaha and I find out about the order and
21 I can't find facilities. I have to go ahead and go
22 through engineering, you said, and do whatever I have
23 to do?

24 A. Right.

25 Q. Is there some process within U S West that's

1 tracking how long it's taking to get the engineering to
2 get this held order done?

3 A. Yes. Today it's RTT.

4 Q. That stands for?

5 A. RTT tracks. That's remote -- the regional
6 tracking tool tracks the status of that order through
7 all of the departments from the day it's -- from it's
8 set held until the day that my group formally assigns
9 the order and releases that order.

10 Q. This system that you're talking about, it's a
11 software computer system that's basically producing
12 these reports as to the status of a held order?

13 A. That is correct.

14 Q. So I mean there's some computer program
15 that's spitting out a report telling you and your
16 people about these held orders; is that correct?

17 A. That is correct.

18 Q. What are the supervisors within your group
19 doing about tracking these orders?

20 A. What they do is they monitor the numbers of
21 them that we have. Now, as far as tracking individual
22 orders, they are not -- we wait for a response from
23 either engineering, construction, or maintenance
24 letting us know what the status is within their group.
25 We wait to hear from them and then we act on this

1 information.

2 Q. What if you don't get it in a timely manner
3 from the engineering people?

4 A. That does happen from time to time.

5 Q. So what do you do, just sit there and wait
6 until the phone rings, or do you call them back?

7 A. No. We do try and communicate between the
8 departments in the held order conference calls, and we
9 talk about we're nearing a due date and we need to have
10 status, and they would give it -- construction or
11 maintenance would give us a status wherever it's
12 sitting, and then we would communicate that with the
13 customer.

14 Q. Does this whole process begin after the due
15 date has been not satisfied or before?

16 A. This process now begins the minute that order
17 is held.

18 Q. And who determines when it's held?

19 A. My plant line assigner.

20 Q. Pardon?

21 A. My plant line assigner.

22 Q. So that's somebody in your group?

23 A. Yes.

24 Q. When are you notified there is a due date of
25 facilities? When is your group notified?

1 A. When a due date on facilities?

2 Q. Yes. How do you become aware of that?

3 A. All right. If I have for an example an order
4 that falls out for lack of facilities, I can assign
5 that and I would route that to the attention of the
6 engineer. The engineer would, if it's a local engineer
7 in his distribution plant, would go out and visit the
8 site. If it's feeder facilities, if it's underground
9 feeder facilities, it would go out to Denver and the
10 Denver engineer would research that situation. They
11 would respond back to us with what -- within 24 hours
12 of what their plans are to be, and then they have
13 another three days to get the engineering work order
14 out. The engineering work order would go to
15 construction. Construction then would come back to us
16 with a ready-for-service date. When they figure that
17 they will have the placing and the supplies complete,
18 and in which time I can assign that order and release
19 that order.

20 Q. When you say you assign or release it, what's
21 that mean?

22 A. Construction receives an engineering work
23 order. They order the cable, they place the cable,
24 they supply the cable. The minute that they are done
25 with the pricing activity such that I can assign that

1 order through those facilities, they give us a
2 notifier. It's called construction complete. I go
3 through then the process of doing the inventory
4 complete. LFAS is nothing more than a database. It's
5 a collection of all the facilities that we have in the
6 five-state area. Every cable pair, every terminal,
7 every address is located in that database. The only
8 way that that database gets changed is through an
9 engineering work order. When construction notifies us
10 that they have completed that engineering work order,
11 they send us a notifier. We go in and we change the
12 inventory in LFAS according to that engineering work
13 order. At that time I can assign that order. Those
14 facilities are now inventoried in LFAS, and I can use
15 those facilities to assign that order and release that
16 order.

17 Q. Was this process you've been describing, was
18 it in place at the time of Mrs. Feickert was having her
19 problem back in '95, late '95 and early '96?

20 A. The communication tool, how we move that
21 information around now, it was not. We did not come on
22 to the regional tracking tool until October 21st this
23 past year.

24 Q. Of '96?

25 A. Of '96.

1 Q. What have been the results of this new system
2 and process?

3 A. The results is quicker resolution, quicker
4 communication. We can move that -- we can move that
5 information now between departments instantaneously.
6 As soon as engineering develops a plan, they send a
7 notifier to us. As soon as they release the
8 engineering work order, they send a notifier to us. As
9 soon as construction does their field presurvey, they
10 give us a ready-for-service date. As soon as
11 construction completes their work and now the
12 facilities are assignable, they send us a notifier
13 construction complete.

14 Q. What about communications to the customers
15 you talked about initially. How often do you
16 communicate with the customer through this system?

17 A. As we get notified from our respective field
18 personnel, we would like to get to the customer with an
19 update. And construction would give us a
20 ready-for-service date. We would go to the customer
21 and say right now per construction we're looking at
22 date XYZ. And then we'll allow anywhere from 48 to 72
23 hours after that to schedule that service order with
24 our installation group.

25 MR. WELK: I don't have anything further.

1 MS. WIEST: Ms. Feickert, do you have any
2 questions of this witness?

3 MS. FEICKERT: No, I don't.

4 MS. WIEST: Mr. Hoseck?

5 MR. HOSECK: Yes.

6 CROSS-EXAMINATION

7 BY MR. HOSECK:

8 Q. Mr. Hemmerling, what went wrong in this case?

9 A. The very first thing that went wrong is the
10 sales rep did not flag the order for my group that
11 there was going to be a facility problem.
12 Mrs. Feickert did notify us that there didn't appear to
13 be facilities in her general area. If the service rep
14 had used what we call a MAP, it would have been MAP'd
15 to my group. It's Manual Assistance Preferred. It
16 would have fallen out. At that point in time my plant
17 line assigner would have routed that particular
18 condition to the engineer, Mr. Wolff, who would have
19 then -- who at that time when we were just shortly
20 after the order was placed would have gone out and
21 field verified that, yeah, there is a problem there.
22 We cannot safely provide service because of the
23 location of the serving terminal.

24 Q. I want to discuss with you a little bit this
25 definition of what constitutes a held order. Were you

1 present in the hearing room earlier and heard Ms.
2 Sevold's discussion about it being 30 days, either more
3 or less, as a cut-off time?

4 A. Uh-huh.

5 Q. Okay. And in that regard, is the 30-day
6 determinant an internal policy of U S West? In other
7 words, where does the 30 days come from?

8 A. First of all, a held order to me is if I
9 don't -- if I have a due date and I don't meet that due
10 date, that order is held, regardless of the 30 days or
11 whatever, it's a held order. I missed it.

12 Q. So, in other words, the figures that Miss
13 Sevold used may vary depending on what one would define
14 the held order as; is that correct?

15 A. Well, no. Prior to long before my
16 appointment in this position, there was negotiation, I
17 believe -- and help me if I'm wrong -- where we
18 established some parameters around an order that's held
19 for 30 days or more than 30 days and those that are
20 held less than 30 days. You know, it's something that
21 we created to keep track of orders that are held beyond
22 30 days.

23 Q. With regard to this matter of held orders,
24 this RTT system, I believe you referred to it?

25 A. Remote tracking tool.

1 Q. How recent was that added?

2 A. We implemented or deployed it into my centers
3 October 21st.

4 Q. Of 1996?

5 A. 1996.

6 Q. Has any other equipment been added to address
7 this matter of held orders?

8 A. Equipment or systems?

9 Q. Either one.

10 A. We have implemented another system, Home
11 TTREX, and I can't tell you what that acronym stands
12 for but it's another system that we run twice a week to
13 automatically attempt held order resolution.

14 Q. Have you had any additional people added to
15 your program to address this held orders situation?

16 A. Yes.

17 Q. How many?

18 A. I have added two supervisors. In March the
19 delayed order supervisor took a different job, and that
20 delayed order group basically went unsupervised from, I
21 would say, probably from April 1st through September
22 16th when I brought in my first supervisor. And then
23 November 1st I brought in the second supervisor.

24 Q. And how would that relate to the delivery of
25 service within South Dakota? In other words, is there

1 a direct impact with the addition of those people upon
2 held orders within the state of South Dakota?

3 A. I would say that there was a renewed emphasis
4 with the employees within that group having a coach
5 there, a supervisor there, supervising them, coaching
6 them, helping them.

7 MR. ROSECK: I have no further questions.

8 MS. WIEST: Commissioners?

9 THE CHAIRMAN: Yeah, I have a couple. My
10 problem is not -- you know, I have a problem with the
11 held orders. We've been addressing that. My problem
12 is how long it takes to become flagged as a held
13 order. In other words, why it takes so long from the
14 date of request to find out you can't be provided.

15 A. It's instantaneously. However, in the case
16 of Mrs. Feickert's order, the sales rep that took the
17 order. And Mrs. Feickert indicated that there was a
18 facility -- she suspected a facility problem. Had that
19 service rep flagged the order, MAP'd it, it would have
20 been instantaneous. It was a human error. It could
21 have been a young, inexperienced service rep.

22 THE CHAIRMAN: Given that, were you in your
23 position at the time of these occurrences?

24 A. No, I was not.

25 THE CHAIRMAN: So let's just say, then, for

1 hypothetically it occurred today, same thing, service
2 rep missed that. Given that process, how long would it
3 have been before you were aware of it? Not until the
4 March 1st date?

5 A. These are so few and far between. If this
6 same situation happened, chances are we'd miss it
7 again. That's the only flag that we would have had
8 because the order was assigned. That order was -- is
9 what we call a flow-through order. It went from the
10 service order processor through my assignment system
11 and it was assigned. It was scheduled and ultimately
12 dispatched on February 23rd.

13 THE CHAIRMAN: If I understand this, though,
14 that same thing occurred twice then because they called
15 on December 1st. And it says here, "I asked what they
16 would do if there was snow on the ground, and she said
17 they would lay a cable on top." So that person --

18 A. But, see, at that time when the person -- and
19 she talked with many, many people; and I don't know who
20 at that particular time that she was talking to. But,
21 yeah, she indicated that she had called December and
22 January and February. Whoever she called -- and I'm
23 only guessing here -- went in and looked at that
24 service order, and that service order was fully
25 assigned. And that person's position then was is

1 there's not a problem.

2 THE CHAIRMAN: Okay. So you're saying that
3 once there's a mistake, that thing is going to stay
4 there until they -- until they try to provide the
5 service?

6 A. Right, because no one really knew that there
7 was a problem until the technician was dispatched on
8 the 23rd to realize that the serving terminal was 5,000
9 or 7,000 feet away.

10 THE CHAIRMAN: But to me I still see a
11 problem on -- and let me finish, please. On December
12 1st she called in for service and she said, "I asked
13 what would they do if there was snow on the ground, and
14 she said they would lay the cable on top of the ground
15 and dig in the spring." That should have a flag
16 right there; right? That should have caused a flag
17 knowing there was not service available at the
18 residence?

19 A. Uh-huh.

20 THE CHAIRMAN: Is that correct?

21 A. Okay. So you're making the assumption that
22 she is explaining again to us that she didn't think
23 there was facilities?

24 THE CHAIRMAN: Right. I mean that's in the
25 first time. I'm talking about on December 1, the first

1 call. The operator said there would be no problem
2 getting the service. "There would be no additional
3 charge to me. I asked what would they do if there was
4 snow on the ground, and she said they would lay the
5 cable on top and dig in the spring." When that person
6 said that, they should have flagged it; correct?

7 A. But if the order is assigned, and she was
8 looking -- whoever she was talking about was looking at
9 that service order image in front of them and that
10 order said it was full.

11 THE CHAIRMAN: But, no, but there's no
12 service order yet. This is the first person. This is
13 the very first call.

14 A. She placed an order for service on November
15 15th.

16 THE CHAIRMAN: No, not that --

17 A. Yes, she did. She called and inquired on the
18 15th, in December, and January.

19 THE CHAIRMAN: Okay, so be it. Okay.
20 Whoever took the call in December looked at that,
21 right, and they said it looks like it's been assigned
22 so they have to presume. But why wouldn't it have
23 showed up as a flag also?

24 A. I don't know that there's a flag there.

25 THE CHAIRMAN: There should have been a flag

1 there. You told me when there's not facilities
2 available they flag it, the very first person.

3 A. That person that called -- that person she
4 talked to was looking at a fully-assigned order. That
5 person did not know there was a facility problem at
6 that time.

7 THE CHAIRMAN: But shouldn't there have been
8 something indicated that there was a facility problem?

9 A. The first -- initially when she made contact,
10 yes.

11 THE CHAIRMAN: Well, but then --

12 A. The second person she talked to in the
13 business office could have been just looking at that
14 service order image in front of her and made the
15 assumption that everything is okay.

16 THE CHAIRMAN: But shouldn't that service
17 order have shown at that time that there was a
18 facilities problem?

19 A. Not at that time, no.

20 THE CHAIRMAN: Why not?

21 A. There isn't a known facility problem at that
22 time. That order was assigned.

23 THE CHAIRMAN: That's my question. Why isn't
24 there? Because the first person, you're saying that
25 was a human error, that the first time she called they

1 did not pick up the fact that they should have flagged
2 it that there was a facility problem. Okay. Then the
3 next person looking at it, and when she told there was
4 a facility problem should have been able to look at
5 that and say, wait a minute.

6 A. She didn't indicate there was a facility
7 problem. She says what would you do if I had to lay --

8 THE CHAIRMAN: Isn't that an indication of a
9 facility problem?

10 A. I guess it could be, depending upon who
11 you're talking to.

12 THE CHAIRMAN: I mean if I -- you know, with
13 my limited ability, if somebody said what would happen
14 if you have to lay it on top of the snow? And she
15 responded, you know, we would have laid something on
16 top of the ground temporary and done it in the spring.
17 That would have told me there had to be a facility
18 problem. Then I looked at my screen and there's no
19 indication of a facility problem. That's when they
20 should have said, wait a minute, somebody erred. We
21 need to do this. Then on January 1 they called again,
22 which would be the third call, from what I'm hearing,
23 and the same indication and still no flagging of the
24 indication there's a facility problem. I'm saying
25 there's an internal problem here, and I'm trying to

1 figure out if that's been fixed. Because if they call
2 -- you know, the biggest problem we get is when people
3 call over and over and over and get the same answer and
4 none of them are a solution. And what I'm hearing here
5 you're saying if that first person missed it, everybody
6 after that is going to miss it; is that correct?

7 A. I guess communications is everything in that
8 particular case. If you were to make that statement to
9 an engineer, I think that the reaction would have been
10 different than making the statement to a service order
11 clerk.

12 THE CHAIRMAN: Well, maybe that's part of the
13 problem. It shouldn't be if they have to make
14 engineering decisions. You know, what I see the
15 company doing is when the first person, the service
16 order taker has to make a decision at that point
17 whether there's a facilities problem or not, or you're
18 not going to have anything happen; right?

19 A. But that sales rep did not know there was a
20 facility problem.

21 THE CHAIRMAN: And I'm saying why didn't she
22 or he?

23 A. Because what she was looking at -- again, I
24 got to go she only has a work station sitting in front
25 of her and all she can do is look at that service order

1 image. And on that service order image she sees that
2 order is fully assigned.

3 THE CHAIRMAN: And the person calling in
4 says, "What would happen if you had to lay it" -- "what
5 would happen if the ground is frozen?" And that person
6 says, "We will lay it on top of the ground." And yet
7 there's nothing in what she's looking at on that screen
8 that indicates that there's a facilities problem.
9 That, to me, would tell that person, wait a minute,
10 somebody erred. I better get a service problem flag on
11 this particular order. And then the same situation
12 occurred in January, to the best of my reading this,
13 again called in and say is there any problem and they
14 were told, no, there's no problem and said that this is
15 a new facility. Nobody has lived here before. There
16 again, that representative should have looked at that
17 screen and said this hasn't been flagged, but this
18 person is telling me there's a service order -- there's
19 a facilities problem. I can't understand how it can go
20 through. I can understand human error. And you're
21 indicating to me that the very first person called and
22 I have nothing -- there's no indication on this
23 scenario that -- the call was early as November 15th,
24 and I don't know at that time if it was indicated that
25 there could be a facilities problem. I don't have that

1 information right now. We can probably go back and get
2 if. But what I can't understand is in subsequent calls
3 when a clear indication that there's a service problem
4 and that screen is not showing a service problem, why
5 that isn't corrected? Let me back up.

6 A. The way --

7 THE CHAIRMAN: Let me back up and ask you a
8 different way. Let's suppose --

9 MR. WELK: Can he answer? Try?

10 THE CHAIRMAN: Go ahead.

11 A. Again, the way you're explaining it to me and
12 the way that I interpreted the notes, and if I were the
13 person in the business office -- I want to be totally
14 honest with you -- I would not see that there's a
15 facility problem. That order is fully assigned. I'm
16 looking at it on my work station. The customer is
17 asking if the ground is frozen, what would I do? I'd
18 lay it on the ground. There's still nothing there for
19 that business office service rep, there's no flag yet
20 that has hit that person that said there's a possible
21 facility problem here. The initial attempt was there.
22 The subsequent call to say if the ground is frozen,
23 what would you do? Well, I'd lay it on the ground.
24 That is not implying there's a facility problem yet.

25 THE CHAIRMAN: Let me ask it in a reverse

1 then. Let's suppose the first person had done it
2 exactly right. They called in, they realized there was
3 a facilities problem. What happens? What does that
4 rep do?

5 A. Okay. That service rep would have MAP'd that
6 to my group. My group would have --

7 THE CHAIRMAN: What would they have done with
8 the order itself that's on the screen?

9 A. They would have --

10 THE CHAIRMAN: Flagged it?

11 A. They would have flagged it MAP, manual
12 assistance preferred.

13 THE CHAIRMAN: Okay. Then Mrs. Feickert
14 calls up in December and says, "I'm just checking up.
15 How is it?" and it comes up. What does that rep see?
16 MAP?

17 A. That service rep would have seen, yes, MAP.
18 But at that particular time had that flag been set, my
19 group then would have taken the appropriate action and
20 gotten it for the engineer.

21 THE CHAIRMAN: I hope so. However, you can
22 still call in and find out the status of your request;
23 correct?

24 A. Uh-huh.

25 THE CHAIRMAN: And you picked up a new

1 service rep, there's -- the chance of getting the same
2 one would be pretty infinitesimal, from what I can
3 gather. So you pick up a new rep, they pull it up on
4 the screen, and they say, oh, I see there's an MAP?
5 What did you say?

6 A. MAP, a flag, there's a flag.

7 THE CHAIRMAN: It's been flagged. They say
8 it's been flagged, and then they can also try to see
9 what has been done with that flag?

10 A. Right.

11 THE CHAIRMAN: The third one, the same would
12 have happened?

13 A. Uh-huh.

14 THE CHAIRMAN: What I can't understand is
15 that when this person indicates clearly that there is a
16 facilities problem and they look at their screen and
17 see no flag on there, that they don't put -- that they
18 aren't capable of putting a flag on at that time. I
19 have not heard an answer that makes sense to me yet. I
20 mean because I just don't understand why that second
21 rep that read that does not have the ability to process
22 through the fact that there is no flag here and this
23 person is telling me there should be one. I better do
24 something.

25 A. But I thought the communication was if the

1 ground is frozen, what would you do?

2 THE CHAIRMAN: Well, what does that tell
3 you? That tells you that there is no facilities;
4 correct? If the ground is frozen, what are you going
5 to do? I would start asking some questions. Say what
6 do you mean? Don't you have a pedestal in front of
7 your house or something? I mean that would have been a
8 flag to me that there is a facilities problem. And
9 then the third time they said we're in a new location,
10 there is no facility here, and that should have been --
11 again should have been a flag that said I better find
12 out where our facilities are. I mean the problem I'm
13 having with this whole process is how long it took for
14 anybody to realize they had a facility problem. And,
15 incidentally, that's probably been the ones that get to
16 the Commissioners, which is very minute, which has been
17 brought out in some of the prior witnesses, is very
18 minute and that's good. But the problems that get to
19 us are really a breakdown in flagging facility
20 problems. I mean that's -- you know, that's the part I
21 can't -- it looks to me like you put an internal system
22 here that should do it and yet it isn't.

23 A. I can't speak for the service reps that she
24 had talked to. I could speak from my group. And I
25 guess I don't know how that rep processed the

1 information that he or she got.

2 THE CHAIRMAN: What I am trying to tell you
3 is I can understand human error on the first time, but
4 in this particular case the customer called in three
5 times and made an indication of a service problem,
6 three separate reps, and none of them picked up the
7 fact there was a potential service problem. And I
8 can't see the error being repeated three times and not
9 having a flaw in the system. That's all I have.

10 MS. WIEST: Any other questions?

11 COMMISSIONER NELSON: Well, how in the new
12 system that you have -- I'm trying to -- I have problem
13 with what you have a problem with. How do you -- if --
14 how are you going to find if the person at the service
15 rep makes a human error or if there's a mistake there?
16 How do you find how in the new system are you going to
17 solve this problem?

18 A. As I had indicated earlier, these are far and
19 few. Far between, few and far between. If this were
20 to happen again, if you replayed the same scenario, it
21 would happen again. My system assigned that order and
22 scheduled it for dispatch. The only indication that
23 there was a problem was when Mrs. Feickert indicated
24 that "I don't know that there's facilities in front of
25 my house." And that service rep did not communicate

1 that to my assignment group.

2 COMMISSIONER NELSON: So what is the fail
3 safe in here then that if the service rep doesn't
4 communicate that in the future that we don't have the
5 same problem?

6 A. The fail safe has to be in the education of
7 the sales reps. They have methods and procedures that
8 are supposed to be what their learning consultant is
9 supposed to be working with these people that there are
10 key words, phrases that a customer would use that
11 should alert them that they need to then react to it in
12 a certain way. That reaction should have been they
13 should have MAP'd that to my center so that I could
14 have dealt with it.

15 COMMISSIONER NELSON: Would you say that
16 perhaps if that service person was local and not in
17 Omaha when you called in from Aberdeen, that they might
18 have recognized that problem sooner? I mean if I'm
19 sitting at a computer desk in Omaha, I have no clue
20 what it's like in Aberdeen. And the only thing I'm
21 then dependent upon -- and maybe I'm thinking about
22 something else -- that this lady is tell me there's a
23 service problem out there. I mean maybe this system
24 doesn't work very well centralized. What would you say
25 about that? Do you think that's part of the problem?

1 A. Whether the person was in Aberdeen, or Omaha,
2 Des Moines, or St. Paul, they still have access to the
3 same system, the same data. So, consequently, it
4 wouldn't. To me, whether the person was located in
5 Aberdeen or the person was working in Omaha, they have
6 access to exactly the same data to make the same
7 decisions on that data. So I don't think that the
8 location of the person would have had a lot of impact
9 on that.

10 COMMISSIONER NELSON: You don't really think
11 there's anything that we've changed in the way that
12 we're doing business now versus how we were doing
13 business when Mrs. Feickert called, if this service rep
14 makes a mistake, we're still in the same boat that we
15 are today; right?

16 A. Run me through this exact same scenario, I
17 would say yes.

18 COMMISSIONER NELSON: Can you think of
19 anything that you might do that would eliminate that
20 problem?

21 A. Right now, going forward, is to work very
22 closely with the managers within the market units,
23 communicate the issue around the education of their
24 people.

25 COMMISSIONER NELSON: Your plan aside, can

1 you think of anything else that we might do to
2 eliminate that problem in the future? Is there
3 anything that you think of that we might be doing in
4 terms of this system that eliminates the possibility of
5 this happening again? In other words, that this --
6 that the service rep who made the first human error and
7 several people after that who seem to have made human
8 errors, how do we eliminate -- what kind of a safety
9 check can you come up with? Do you have any idea what
10 else we might do that would trigger some of this so
11 that a problem doesn't continue on for three or four
12 months before we find it out?

13 A. I think what it involves then is
14 interdepartmental communication within the company. We
15 talk about the issues, we talk about the orders that
16 fall out. Why did they fall out? What were the
17 problems? How could we have prevented this problem?
18 And we do talk with this. I talk about this with the
19 market unit managers, my peers within the market
20 units. We talk about individual orders and what
21 happens to them. Why did it happen? Can we learn from
22 that? And we do.

23 COMMISSIONER NELSON: What have we learned
24 from this?

25 A. What I personally learn from this is the

1 importance of ongoing education within the various work
2 groups, whether it's my group -- I mean my group needs
3 to continue to learn. Learning is a life-long
4 process. And the same is true within all departments.
5 That we got to -- you know, as a new problem arises,
6 whatever it is, whatever causes an order to be held,
7 that we talk about it, we learn from it, and we go on.

8 COMMISSIONER NELSON: Do you feel that 30
9 days is an acceptable delay since 30 days seems to have
10 some kind of a magic number around there?

11 A. Is 30 days an acceptable delay? I would not
12 like to see a delay for anyone. I would like to be
13 able to provide service when a customer wants it.

14 COMMISSIONER NELSON: What's reasonable?

15 A. In a delay?

16 COMMISSIONER NELSON: Yeah.

17 A. I don't know if there's an answer to that
18 because it's going to be dependent upon the action that
19 has to take place to resolve the held order.

20 COMMISSIONER NELSON: Well, say there's not a
21 delay. What's a reasonable length? Somebody just
22 calls up and wants their phone and you don't have any
23 problems.

24 A. We then provide service on the date that they
25 ask for it. If there's no problems, the order flows

1 through. The order is dispatched and we work the
2 order.

3 COMMISSIONER NELSON: So if I called this
4 afternoon, I have service today; right? Or if I called
5 at 10 o'clock this morning, I have service tomorrow
6 morning at 10 o'clock; is that right?

7 A. If I can do it, yes, if I have the facilities
8 available.

9 COMMISSIONER NELSON: How often is that a
10 scenario? Is that the rule or the exception? Or I
11 mean you said the same day, so I'm just -- you know, I
12 thought full was full, and now I want to be sure that
13 same day means the same as same day does to me. Same
14 day means to me if I call today, I have service today.

15 A. I don't know that I could provide same-day
16 service.

17 COMMISSIONER NELSON: Do you know how
18 frequently you're doing that?

19 A. It depends upon -- All right. If you call in
20 today and you want service today, can I provide that
21 service today? When you call in, I have to look at
22 what the available work force is, what their load is
23 today.

24 COMMISSIONER NELSON: Well, I'm saying what's
25 reasonable and what is the usual standard here? Is the

1 usual standard three days?

2 A. Two-day interval.

3 COMMISSIONER NELSON: The same day?

4 A. Two-day interval.

5 COMMISSIONER NELSON: Okay. Thank you.

6 MS. WIEST: Any other questions?

7 COMMISSIONER SCHOENFELDER: I don't want to
8 belabor the points. I just want to know. And you've
9 answered most of my questions. But I just want to know
10 that in your system -- and I understand that this is a
11 separate group in U S West. Do you have a tracking
12 mechanism that says that I'm the customer and I've
13 called in ten times, or 50 times, or twice a week, do
14 your systems talk to each other so that if I'm calling
15 someone and I'm getting a different person every time,
16 for instance?

17 A. RTT does that.

18 COMMISSIONER SCHOENFELDER: Okay. But does
19 that allow every group in U S West to know what's going
20 on with that customer if they need to?

21 A. Yes, it does.

22 COMMISSIONER SCHOENFELDER: Okay.

23 A. They have access. Whoever talks with a
24 customer, whoever is involved in the process, is
25 obligated to go in to RTT and provide appropriate

1 notes, whether it is one of my sales and service
2 consultants that's talking with Mrs. Feickert, or any
3 other customer, if it's the engineer, if it's the
4 construction supervisor, if it is maintenance, they are
5 obligated to go in and put in status.

6 COMMISSIONER SCHOENFELDER: Okay. Then
7 follow with me one step more. And then how do you
8 communicate with the customer, then, that you, I mean,
9 that you are having difficulties, that you've made
10 errors and you're trying to alleviate their concerns?
11 You do that, I hope?

12 A. Yes. With RTT, I get notify fires. My sales
13 and service consultants are the people that contact the
14 customer. Mrs. Feickert will get those when the order
15 is first held and it is routed to the attention of the
16 engineer, a notice goes to my sales and service
17 consultant that it's now in the engineering. When
18 engineering comes up with a resolution, the engineer
19 sends a notifier to my sales and service consultant
20 saying that I'm going to issue an engineering work
21 order to construction. Construction would take and
22 receive the engineering work order, would do a field
23 survey and establish a ready-for-service date.
24 Construction gets back to my sales and service
25 consultant their ready-for-service date is XYZ. My

1 sales and service consultant would then contact the
2 customer, let that customer know the engineering work
3 order is in construction. They have a
4 ready-for-service date planned for whatever this date
5 is, and we would like to schedule service for you 48 to
6 72 hours after that date.

7 COMMISSIONER SCHOENFELDER: Okay. But the
8 system must have broken down in the case of the
9 Feickerts if they had to keep calling in?

10 A. That system wasn't available at that time.

11 COMMISSIONER SCHOENFELDER: Okay. So that's
12 the reason, it wasn't available. You don't think that
13 them having to contact the company rather than the
14 company making contact with them would happen now under
15 your new system?

16 A. That was an error within my group. When that
17 order was kept from the field, when it was field --
18 when it came back as a field jeopardy notice, my sales
19 and service consultants should have notified
20 Mrs. Feickert.

21 COMMISSIONER SCHOENFELDER: So that was
22 another failure in the system?

23 A. Yes, that did happen.

24 COMMISSIONER SCHOENFELDER: Okay. Then go
25 with me one step further. And I don't know that if

1 this were the case of the Feickerts or not. But in
2 case that it was, does your group -- is your group ever
3 notified about the urgency of the need for the service,
4 whether there's someone in that home that needs
5 emergency care, or might need emergency care, those
6 kinds of things? Do those follow through the systems
7 to get to your group when there is a held order?

8 A. Uh-huh.

9 COMMISSIONER SCHOENFELDER: So you know about
10 the urgency of the situation and --

11 A. Uh-huh.

12 COMMISSIONER SCHOENFELDER: And what I
13 consider urgent and what you consider urgent might be
14 two different things, because 24 hours might be urgent
15 on my point of view. It might not be from your point
16 of view. But that does follow through in your system?
17 Did it when the Feickerts first ordered phone service?

18 A. When they first ordered service, again --

19 COMMISSIONER SCHOENFELDER: You're talking
20 about an old system and a new system?

21 A. Right.

22 COMMISSIONER SCHOENFELDER: And I want to
23 know if that would have applied then as opposed to
24 now. I don't know if I'm saying that well.

25 A. But, all right, with the new system the

1 minute that order is held, a notifier is sent to the
2 sales and service consultant to notify that customer.
3 I had made a requirement of my sales and service
4 consultants that they have to get back to that customer
5 within 24 hours and let them know there's going to be a
6 delay.

7 COMMISSIONER SCHOENFELDER: But that did not
8 happen in the case of the Feickerts. There was a
9 failure, or it didn't work in that case; is that right?

10 A. Well, initially, yeah. It didn't even on
11 February 23rd. Mrs. Feickert actually called before we
12 called her.

13 COMMISSIONER SCHOENFELDER: Thank you very
14 much.

15 MS. WIEST: Any further questions?

16 THE CHAIRMAN: I have one further one. I'm
17 trying to figure out where these are kept, say, whether
18 there is a problem facilities problem or not. And I'll
19 just use this as an example: They called on February
20 15th and requested service. And we were told by
21 somebody else that immediately a work order was filled
22 out, that that process was started. But that since
23 that wasn't needed until February 29th, where is that
24 held for that in between that time?

25 A. That order wasn't held until February 23rd or

1 whatever.

2 THE CHAIRMAN: I don't mean held order. I
3 mean where is that information stored? Where? Where
4 is the knowledge that --

5 A. All of the knowledge about that held order is
6 stored in RTT. Anything and everything you wanted to
7 know about that held order is sitting in RTT.

8 THE CHAIRMAN: Is there somebody -- there's
9 somebody manually in Aberdeen that finds out on the
10 29th that they had been told that they needed service
11 and that they flip a switch, or if that was the
12 simplest thing to do, not in their case, but on a
13 normal procedure; is that correct?

14 A. Right.

15 THE CHAIRMAN: What I don't understand is
16 does that -- again, I'll ask this. Does that -- those
17 people in Aberdeen, do they have access to the RTT?

18 A. I can't answer that. I don't know if
19 Aberdeen has a port.

20 THE CHAIRMAN: I mean one of our frustrations
21 is we got rid of the local person, the one that could
22 really answer your questions and all be concentrated.
23 That's when the problems started, I guess, in this
24 process. I would like to see the fact that every order
25 was somehow -- in other words, that the Aberdeen office

1 could call up on a daily basis and say what orders have
2 been received in our center for us so that they would
3 have another check to say are any of those going to be
4 a problem for us, because they're the ones that know.
5 Frankly, in this case we never found out a thing until
6 the order got to Aberdeen and they said there's no
7 facilities available and then things started to
8 happen. And what I'm saying is how can we get that
9 notice there quicker so that they can identify the ones
10 with a problem even if there was a screw up someplace
11 along the line? And, I guess, I mean, I'll offer that
12 as a hypothetical or something to challenge in the
13 future. It seems like once it gets down to the local
14 processing point, then things happen. Until then, it
15 lays in like a dead letter file someplace and nothing
16 happens in between, if it hasn't been properly
17 flagged. Okay. That's all I have.

18 MS. WIEST: Mr. Welk?

19 REDIRECT EXAMINATION

20 BY MR. WELK:

21 Q. Just one thing in regard to the new process.
22 Miss Sevold described a little bit about the cellular
23 policy. If a customer has been promised service and
24 it's not there, does the cellular policy click in that
25 they get cellular service today?

1 A. Uh-huh.

2 Q. Pardon?

3 A. After seven days then the cellular subsidy
4 option would come into play.

5 Q. So they would have that available and U S
6 West would pay the charges?

7 A. Yes.

8 Q. But obviously you don't want that to happen.
9 That's not the goal?

10 A. No, no.

11 Q. All right.

12 MS. WIEST: Any further questions?

13 MR. HOSECK: None.

14 MS. WIEST: Thank you. Do you have any
15 further witnesses, Mr. Welk?

16 MR. WELK: We have no further witnesses.
17 Now, I just want to tell you, though, if you have
18 questions, I have Mr. Russ Evans, the boss of
19 Mr. Wolff, here who runs and has lived in South Dakota
20 for over twenty years, but has the engineering
21 responsibilities. And I have Mr. Cavanaugh, the local
22 manager, here if you have questions of him you want to
23 ask him. I don't intend to put them on because I think
24 it's been covered, but they're here as resources for
25 you.

1 THE CHAIRMAN: Let me put it out for you I
2 don't have any further questions, but if one of those
3 people feel they can more clarify an answer, we'd
4 welcome their contribution. I guess that's the way I
5 put it.

6 MR. WELK: Anybody? Mr. Cavanaugh, do you
7 want to respond to anything or not?

8 MR. CAVANAUGH: Yeah. The only thing, I
9 guess --

10 DAN CAVANAUGH,
11 called as a witness, being first duly sworn,
12 was examined and testified as follows:

13 DIRECT EXAMINATION

14 BY MR. WELK:

15 Q. Would you please state your name.

16 A. Dan Cavanaugh.

17 Q. By whom are you employed?

18 A. U S West.

19 Q. And what's your current position?

20 A. I'm manager for installation and maintenance
21 across the northern one-third of the state.

22 Q. And you were the person that would have been
23 the manager in Aberdeen at the time of the Feickert
24 Complaint?

25 A. Uh-huh, yes.

1 Q. Go ahead and if -- Commissioner Burg asked
2 you if you had anything else you would like to
3 clarify.

4 A. You were struggling with when the order was
5 first called in. And I think I heard some, what I
6 perceived, to be as two different conceptions of
7 facilities. John, I think, was referring to facilities
8 that can be assigned for like Cathy and Roger's are.
9 Okay. And the way those facilities got assigned was
10 when Cathy called in they asked who her neighbor was,
11 or if she had a nearby neighbor. And she responded,
12 yes, it was Allen Peck. Now, Allen Peck lives quite a
13 ways away from Feickerts. However, if I were an
14 individual in town calling in who had just built a
15 house and they said who is your neighbor, it's Jim
16 Burg, what's his telephone number, we both work out of
17 the same terminal. So if a facility needed to be laid
18 on the ground for me in town, it's a matter of laying
19 maybe a 75-foot piece of wire in the ground. And in
20 this instance here, Allen Peck and his father work out
21 of a terminal that is actually approximately a half
22 mile further east of their house. That's the terminal
23 that the assignment originally got put on was a
24 terminal -- I don't know, most of you are familiar with
25 Aberdeen, I believe, and the terminal actually sits

1 back by the golf course which is just to the west of
2 the Ramkota. So now the person that took that order --
3 and I can't speak for it. Either it might have been a
4 19-year-old girl, and when she asked who's your
5 neighbor, and she's from Omaha, a neighbor is a person
6 that lives 50 feet away and not a mile away or a mile
7 and a half. And I think that's where some of that
8 confusion comes in on the facility to lay on the
9 ground. If we were in town here, and this building
10 over here was my next-door neighbor, we could get to
11 them very easily by laying it on the ground. I guess
12 that's kind of what I wanted to clarify.

13 THE CHAIRMAN: Let me ask it this way then:
14 If that had been -- if you would have had access to
15 everything that needed to happen in Aberdeen as it is
16 requested, in other words, on a daily basis, you could
17 look and say what are the ones I'm responsible for? Do
18 you think you would have a better chance of realizing
19 that we may have a facilities problem than that person
20 taking the order?

21 A. If I had the time and the opportunity to, I
22 think I could identify some of those just by the area.

23 THE CHAIRMAN: And even though they've
24 changed the system tremendously? And I won't question
25 even though there's been a lot of problems with it.

1 I'm questioning whether there isn't a way for you to be
2 able to call up when you get an opportunity and say do
3 I see anything that I'm going to have a problem with
4 providing and hopefully catch some of those. Because I
5 don't expect that 19-year-old, or whatever it is, in
6 Omaha or Minneapolis to do it.

7 A. I do look, but not on a regular basis.

8 MS. WIEST: Any other questions?

9 COMMISSIONER NELSON: Well, it seems to me
10 that from the very beginning, even the person who
11 supposedly had made a human error, realized that there
12 was a facilities problem because they asked different
13 questions than I've ever been asked when I get a new
14 phone. They didn't ever ask me how far or who my
15 neighbor is. They asked me my address. So it seems
16 like this person realized that there was a facilities
17 problem. So I cannot believe that they didn't mention
18 it anywhere in this application because they asked all
19 the right questions. Where is the neighbor? I mean
20 that's kind of an unusual question.

21 A. That address did not come up in the premise
22 database, whereas yours did when you moved to Pierre.

23 COMMISSIONER NELSON: Would you not that say
24 it's a problem?

25 A. It's a new residence somewhere. It's not in

1 the premises database.

2 COMMISSIONER NELSON: Right. So wouldn't you
3 think, though, that would precipitate some kind of --

4 A. And I think they did ask her. I don't know
5 how the conversation with Cathy went, but when they
6 asked about the neighbor --

7 COMMISSIONER NELSON: Do you think that's
8 when the neighbor question might have come up?

9 A. I think so; and Cathy, of course, did give
10 them the neighbor.

11 COMMISSIONER NELSON: Right. Thank you.

12 A. You see.

13 MS. WIEST: Any other questions?

14 MR. WEGMAN: Is this part of the change
15 between going from the rural addresses like Rural Route
16 2, Box 51, to the new nine, what I refer to as the 911?

17 A. That's about the same time that happened
18 also. And I kind of wanted to bring that in also
19 because that kind of helps put it in perspective
20 because that was the new E911 period when they were
21 going around it. And, okay, if I give you an address
22 of 38522, 132nd Street or Avenue, Minneapolis, it's in
23 town. But when you -- and that person in Omaha says,
24 well, they're in town, their neighbor is this. But and
25 I think that did precipitate part of the problem.

1 MS. WIEST: Any other questions of this
2 witness? Thank you.

3 MS. WIEST: Anything further from U S West?

4 MR. WELK: No.

5 THE CHAIRMAN: Mr. Hoseck?

6 MR. HOSECK: At this time staff would call
7 Tammi Stangoehr to the stand, please.

8 TAMMI STANGOHR,
9 called as a witness, being first duly sworn,
10 was examined and testified as follows:

11 DIRECT EXAMINATION

12 BY MR. HOSECK:

13 Q. Would you state your name for the record,
14 please.

15 A. Tammi Stangoehr, S-t-a-n-g-o-h-r.

16 Q. Where are you employed?

17 A. South Dakota Public Utilities Commission.

18 Q. And what is your employment, or your job
19 rather?

20 A. I'm employed as utility analyst with the
21 Commission.

22 Q. And, briefly, what is your educational
23 background?

24 A. I have a bachelor of science degree in
25 mechanical engineering.

1 Q. And how was it that you became involved in
2 this case, the Feickert Complaint?

3 A. I was asked to take over from Miss Hook, who
4 is our consumer representative, when it was found that
5 this Complaint would probably go to hearing.

6 Q. Okay. And have you been present in the
7 hearing room today to hear the testimony of the various
8 witnesses?

9 A. Yes, I have.

10 Q. Would you explain in general for the
11 Commission what you did in your involvement in this
12 case? In other words, let the Commission know what
13 steps you took in analyzing this Complaint.

14 A. I started out with reviewing the formal
15 Complaint filed by Ms. Feickert and reviewing the
16 response of U S West to that original Complaint. I
17 didn't have all the information that I felt was needed,
18 so I submitted a data request to U S West and got some
19 answers back as to, you know, the questions that I had
20 asked. In the meantime, I had been reviewing the file
21 again and came up with some more questions that I had
22 for U S West. And I submitted a second data request to
23 U S West, and they responded.

24 Q. And as a result of this, did you take any
25 further steps as a part of your analysis of this case?

1 A. I also spoke with Miss Hook about some of the
2 held orders that the Commission had received from U S
3 West, consumers that would call into the Commission
4 complaining about held orders from U S West. And I
5 reviewed the database.

6 Q. And have you prepared an exhibit to assist
7 you in your testimony here today?

8 A. Yes, I have.

9 Q. And is that the calendar on the easel behind
10 you?

11 A. Yes, it is.

12 MR. HOSECK: At this time I would like to
13 have that marked, please, as Exhibit 7, I believe.

14 (HEARING EXHIBIT NO. 7 WAS MARKED
15 FOR IDENTIFICATION.)

16 Q. And what is this Exhibit No. 7?

17 A. Basically what it is, is a time line from
18 November of 1995 when Mrs. Feickert originally called
19 in for service, until June 25th of 1996 when service
20 was actually obtained.

21 Q. And what is this exhibit intended to show?

22 A. Basically what we want to show with this
23 exhibit is the gaps in time between when Mrs. Feickert
24 originally called in until the right-of-way was
25 obtained until service was actually installed.

1 Q. How do you intend to show this demonstrated
2 on this exhibit?

3 A. What I'm going to do is I have four different
4 color highlighters, and I'll mark the dates, or the
5 approximate dates of an event, and that will be entered
6 into the record.

7 Q. At this time would you please go ahead and
8 illustrate your time line that you developed in this
9 case?

10 MS. WIEST: Excuse me, if the Feickerts want
11 to come up and watch.

12 MS. FEICKERT: I know the dates. That's
13 okay.

14 A. Some of this may be a little confusing. We
15 have different sets of dates. We have U S West's set
16 of dates, and we have Feickerts' set of dates, and
17 there may be a couple days variation, you know, in
18 there, but you can get a general idea of the general
19 time frame that we're talking about here.

20 We'll start out with in Mrs. Feickert's
21 original Complaint. She has stated that the first part
22 of December was when she called in for the original
23 service order, so I'm just going to highlight that.
24 However, according to U S West, and I believe they have
25 the documentation to prove it, it was actually November

1 15th that the service order was placed with U S West.

2 Q. What color are you marking these?

3 A. Green is for the date that the original
4 service order was called in. And the blue represents
5 what was stated in the original Complaint as to when
6 the service order was called in. On November 22nd,
7 which I'll mark in pink, is when the Feickerts actually
8 had their home moved out onto their land.

9 Mrs. Feickert's Complaint states that in January, no
10 specific dates, she called U S West again to verify
11 there was no problem, no extra charge. This was a new
12 home, no prior service. And she gave the neighbor's
13 telephone number. However, I want to clarify that U S
14 West did not ask for this neighbor's phone number.
15 Mrs. Feickert gave that phone number to U S West. It
16 was -- U S West never asked for this phone number. It
17 was volunteered by Mrs. Feickert. So I just wanted to
18 clarify that because there was a little confusion about
19 that earlier.

20 I'm going to go ahead and mark the first part
21 of January in yellow to indicate that Mrs. Feickert
22 called U S West again. In February she called U S West
23 to request dual service for February 23rd, meaning she
24 wanted service at her home in town and she wanted the
25 number to ring out at the farm so that people could get

1 ahold of her. Again, there is no date. There is
2 simply the statement that in February she called and
3 arranged for dual service on February 23rd. So I will
4 mark that in blue and mark February 12th through the
5 16th. Now, this is once again a conflicting date. U S
6 West has February 29th. Cathy Feickert has February
7 23rd, so we have a week in there where, you know,
8 someone is not sure of the day. But it's only a week
9 so in the final spectrum of the eight-month interval,
10 what's a week?

11 And then on the 26th Mrs. Feickert states
12 that she called U S West because there was no dual
13 service and at that time was informed that there were
14 no available lines and that there would be an excess
15 construction fee of \$1,100 before service could be
16 installed, so I'll mark that in green. And once again
17 you have to remember we're talking about a week here.
18 We're not sure of the exact dates because U S West has
19 stated the 29th and Mrs. Feickert has stated the 26th.
20 On 2-29 the \$1,100 fee was reduced to \$570.84, so that
21 will also be reflected in green on the 26th of
22 February.

23 On March 15th of 1996, which I will mark in
24 pink, Mr. Feickert signed the agreement for the excess
25 construction fee; and on that agreement it was stated

1 that work was to be begin on 4-29-96 and to be
2 completed by May 3rd of 1996; and it was stated on the
3 contract that these were estimated dates. So but that
4 happened on March 15th that he signed the excess
5 construction fee agreement.

6 Q. What color are you marking that in?

7 A. That's pink. On April 6th, 1996, the
8 Feickerts actually moved into their home. I'll mark
9 that in yellow. Mrs. Feickert states in her original
10 Complaint that on the 5th and 6th of April she
11 contacted many people at U S West trying to figure out
12 why they didn't have service yet. And some of the
13 reasons that she got for not having service was they
14 had not paid the excess construction fee yet. There
15 was no signed easements. They were going put in a
16 50-pair cable that had to be specially ordered and that
17 the cable would not be ordered until the easements were
18 signed. So I'll mark that in pink just to show that
19 she inquired about service. She was told about the
20 cellular program, but as she stated before in her
21 testimony, they were getting ready to leave on
22 vacation. The program wasn't implemented until the
23 19th, and they were going to be on vacation, so she
24 opted not to take the cellular offer from U S West at
25 that time.

1 We've also heard testimony in here about
2 right-of-way. It should have been known on or about
3 the 26th of February that right-of-way needed to be
4 obtained because facilities needed to be placed. And
5 we heard Mr. Wolff testify that in March he started to
6 go about getting the easements signed, however, the
7 letter from Finley Engineering did not go out until
8 April 10th, so we're looking at a few weeks there. I
9 think that was about it on the exhibit.

10 Q. Why don't you mark the day service was
11 actually delivered, please?

12 A. Service was actually installed to the
13 Feickerts on June 25th.

14 Q. How are you marking that?

15 A. That's marked in a square in red.

16 MR. HOSECK: At this time I would move
17 Exhibit 7 into evidence.

18 MS. WIEST: Any objection?

19 MR. WELK: No.

20 MS. WIEST: If not, it's been received.

21 Q. Based on your education, experience, and
22 investigation of this case, do you have an opinion as
23 to what went wrong in this particular instance?

24 MR. WELK: Objection. That's an improper
25 opinion and question. She has no knowledge on this, no

1 background. We've had all the witnesses testify
2 firsthand.

3 MR. HOSECK: Can I respond? The witness here
4 is an expert. She can express an opinion based on the
5 evidence that's been presented here. There's nothing
6 unusual with that type of an approach.

7 MR. WELK: She's an expert in what?

8 MR. HOSECK: She's an expert in utility
9 analysis. Are you challenging her qualifications at
10 this point in time?

11 MR. WELK: I'm challenging what proper
12 opinion can she reach of sitting up here and
13 summarizing what the Commission has heard all day
14 long?

15 MR. HOSECK: If you want to challenge it,
16 fine. It goes to the weight of the evidence.

17 MR. WELK: I made my objection. It's
18 improper evidence.

19 MS. WIEST: Overruled. Go ahead.

20 A. I'm sorry, what was the question?

21 Q. Based your education, experience, and
22 investigation in this case, have you reached an opinion
23 as to what occurred in this particular instance?

24 A. Yes, I have.

25 Q. Okay. And with regard to this case, would

1 you list what you think, or what is your opinion as to
2 what occurred wrong in this case and why?

3 A. I guess there's a couple major points that
4 obviously U S West witnesses have testified to
5 earlier. I guess the main one is the service rep did
6 not flag the order as it should have been flagged.
7 And, you know, we've heard human error and we've heard
8 all that stuff, so I'm not going to go over that
9 again. And I don't know that this has any bearing, but
10 she was -- Mrs. Feickert was told that one of the
11 reasons she wasn't getting service -- and this actually
12 was not the reason she was not getting service -- she
13 wasn't getting service because there was no
14 facilities. But the representatives were misleading
15 her in the fact that she was given as an excuse that
16 the excess construction fee had not been paid yet and
17 that was a possible reason why she had not been given
18 service. However, Mrs. Feickert never had a copy of
19 the bill until May 20th, which was payable, which was
20 due June 20th of 1996. All Mrs. Feickert had was a
21 copy of the contract that they signed on March 15th.
22 And the U S West agreement for that excessive
23 construction fee states that it shall be billed upon
24 completion of the work unless other terms for payment
25 are negotiated and specifically stated in writing,

1 which was not the case here.

2 Q. And, again, based upon your experience,
3 education, and analysis in this case, do you have any
4 opinions as to the remedies that the Commission should
5 consider in this particular case?

6 A. Yes.

7 Q. And what would be your opinion as to the part
8 of Mrs. Feickert's Complaint wherein she asks for
9 compensation for the cellular telephone service?

10 A. I believe that she should be offered
11 reimbursement for the cellular bill from -- she's
12 already received \$180.00. I believe she should be
13 given the remainder, 170.87, and as well as reimbursed
14 for cellular service from February 23rd until April 6th
15 because she had requested dual service at that time so
16 she should have had service out at the farm.

17 Q. With regard to the excess construction costs
18 part of her Complaint, what is your opinion as to the
19 payability of that?

20 A. It's my opinion she should not be reimbursed
21 for the excess construction fee because it is outside
22 of the base rate area and the tariffed rates account
23 for construction outside of the base rate area, and she
24 was charged exactly what the tariff allows.

25 Q. Now, Mrs. Feickert has testified with regard

1 to damages from travel and inconvenience and certain
2 associated costs of that nature. Have you reached an
3 opinion as to the propriety of those charges?

4 A. Some of them, yes.

5 Q. And what would be your recommendation to the
6 Commission in that regard?

7 A. I guess most -- a lot of her compensation she
8 was requesting was for her husband's time for having to
9 drive over to the printing business when this magazine
10 was being published. And Mrs. Feickert stated that
11 half of these calls, or half of these times that he had
12 to go over there could have been resolved on the
13 telephone had they had a telephone, however, they did
14 have a telephone from her husband's business. And
15 since this was related to his business, I think that
16 the business should have absorbed the cost because it
17 was directly related to his business. It is, after
18 all, a business telephone. This is a business
19 situation. However, as for personal use and personal
20 gain, I don't know that there is a way to get an exact
21 dollar amount on how many times she had to go to town
22 to use the phone to call, you know, her sister or
23 whomever she may have been trying to call. I'm sure if
24 she's like most of us, she didn't think to document
25 every time she went into town because she was

1 inconvenienced by not having a phone. And I just don't
2 know that we can pick a number out of the air to give
3 her compensation for that.

4 Q. As a part of your investigation in this
5 matter, did you -- and I believe you've already
6 testified that you did check into the issue of held
7 orders that the Commission has become aware of with
8 regard to U S West; is that correct?

9 A. Yes.

10 Q. What was the definition of held orders that
11 you used in your handling of this case?

12 A. Basically what I used is if it was over two
13 days. If U S West had it for over two days, it was a
14 held order.

15 Q. Is that an internal standard that is used
16 within the Public Utilities Commission staff?

17 A. I got that information from our consumer
18 representative, Leni Hook.

19 Q. And in your review of this data, what did you
20 do? Would you tell the Commission what steps you went
21 through?

22 A. I went and spoke to Leni and asked her how
23 she kept track of complaints, any complaints coming
24 into the Commission. And they didn't necessarily have
25 to be a formal Complaint as we're dealing with now.

1 This was just maybe a contact of someone calling in and
2 wanting service and not having received it. And what
3 we did is we looked at her database that she enters all
4 of her information into and sorted by those wanting
5 service from U S West, so we sorted by the type of
6 Complaint and the utility company involved.

7 Q. And did you read these data that you obtained
8 through this?

9 A. Yes. I got both a summary of just how many
10 there were, and then I also got a description of what
11 they all were.

12 Q. And with regard to these held orders and
13 using the definition that you previously used, how many
14 held orders did U S West have in calendar year 1996?

15 A. Miss Hook received 86 complaints on people
16 that were promised service on a certain date and did
17 not receive it.

18 Q. And using that same definition, how many held
19 orders are there so far this calendar year?

20 A. Nine.

21 Q. Are you aware of a docket that has been
22 closed before this Commission, and I'll refer to it as
23 94-121?

24 A. Yes, I am.

25 Q. And what was one of the issues that was

1 explored in that docket with regard to service quality?

2 A. I believe that their next rate increase was
3 dependent on their service quality for the past 18
4 months from the effective date of the order.

5 Q. And do you have any opinion as to the
6 relationship between this particular case and the 121
7 docket?

8 A. I believe this is directly related because it
9 is a service quality issue.

10 MR. HOSECK: I would tender the witness for
11 cross-examination.

12 MS. WIEST: Mr. Welk.

13 MR. WELK: I just have a few questions,
14 Tammi.

15 CROSS-EXAMINATION

16 BY MR. WELK:

17 Q. You heard the cost of actual construction for
18 the project?

19 A. Yes, I did.

20 Q. Did you make any independent investigation to
21 determine that was reasonable, \$5,400?

22 A. No, I didn't.

23 Q. In your experience, you say you're a utility
24 analyst, how is U S West going get back the 5,400 less
25 the excess construction fee?

1 A. I don't know.

2 Q. There's no mechanism to recover it?

3 A. Cost recovery, I would assume, in a rate case
4 and an increase.

5 Q. And let's say in this new competitive
6 environment that the Feickerts, for whatever reason,
7 decide that they want to change local exchange carriers
8 in the next year to two years, which is certainly
9 reasonable if they wanted to do that. Is there any
10 mechanism for U S West to ever get back the difference
11 between the 5,400 and the 570 that the tariff allows?

12 A. Not to my knowledge.

13 MR. WELK: I have nothing further.

14 MS. WIEST: Miss Feickert, did you have any
15 questions.

16 MS. FEICKERT: No.

17 THE CHAIRMAN: Commissioners?

18 COMMISSIONER NELSON: Would you feel that
19 some of the costs might be able to be recovered when
20 they put in a 50-pair wire versus a lesser amount and
21 they're only passing -- actually, the Feickerts are
22 paying the cost of the 50-pair wire and they're going
23 to obviously hook on more people in the future?

24 A. In this case I don't necessarily see that
25 happening because this is all agricultural land that

1 surrounds this. Not all agricultural, but mostly
2 agricultural. There is a housing development, as we've
3 heard testimony, that has five houses that is just to
4 the west of the Feickerts.

5 COMMISSIONER NELSON: So then how would you
6 justify putting in a 50-pair cable?

7 A. I suppose for way in the future unless it
8 gets rezoned as zoned residential or --

9 COMMISSIONER NELSON: So at some point,
10 though, they might be able to recover those costs?

11 A. It's possible, but doubtful simply because we
12 have local competition coming. I believe that will be
13 a big factor.

14 COMMISSIONER NELSON: Thank you.

15 THE CHAIRMAN: But even if we had -- to
16 follow on that, even if we had local competition, and
17 evidently they decide that's going to be a growth area
18 or there wouldn't have been a purpose for a 50-pair
19 cable, would that be a reasonable analysis?

20 A. I am not familiar with the area up there. I
21 don't know, you know, what kind of land we're evening
22 looking at for developments or anything like that. I
23 just know what's there now.

24 THE CHAIRMAN: And so but U S West must have
25 made some conclusion that they were going to need the

1 other 50-pair or they wouldn't have sized it for that.

2 A. I'm assuming. I would assume that if they're
3 like all the engineers, they over engineer so that they
4 don't have to come back and fix any mistakes that may
5 have been made in the first place. In other words,
6 they're compensating now so that they don't have to
7 compensate in the future. And, you know, by putting
8 this 50-pair cable in now, if there is growth in the
9 area, they're not going to have all of these held
10 orders because there's already a 50-pair cable there.
11 However, if they would have only put in a two-pair
12 cable and there was growth in the area and all of a
13 sudden somebody decided that they wanted to develop
14 that 80 acres out there, they really would have been in
15 a bind then because they would have to go through it
16 all over again.

17 THE CHAIRMAN: So it's reasonable to feel
18 they anticipate growth?

19 A. Yes.

20 THE CHAIRMAN: And even under the new regime
21 of competition, would they not probably be able to
22 resell that service even if competitors come in --

23 A. Probably.

24 THE CHAIRMAN: -- in some way? I have one
25 other just a little different question. Are you

1 familiar with that tariff that they referred to, the
2 excess construction tariff?

3 A. I'm familiar with the pages and the sections
4 in that tariff, yes.

5 THE CHAIRMAN: Are they required to charge
6 that tariff?

7 A. Let me find that. What it says is
8 construction charges outside the base rate area. Where
9 the company extends its facilities on public highways
10 or on private property in order to furnish main station
11 service, meaning first local access line per premises,
12 to an applicant in territory where telephone facilities
13 are not in place, the company will provide facilities
14 for each applicant based on one-half the average unit
15 cost to place one circuit. Which is, I think,
16 Mr. Wolff testified earlier how he came up with the
17 excess construction fee.

18 THE CHAIRMAN: Okay. Thank you.

19 MS. WIEST: Any other questions?

20 COMMISSIONER SCHOENFELDER: I just want to
21 follow up a little bit. Would it be your opinion if
22 U S West made this investment, and you testified they
23 may not be able to recover it, that the only way there
24 would be that U S West would be able to do some cost
25 recovery, they need to resell or via connection or

1 unbundled elements the only other way a competitor
2 would go into this area would be with facility based?
3 In other words, someone else to put facilities in the
4 ground or with wireless competition?

5 A. Right.

6 COMMISSIONER SCHOENFELDER: Okay. So they do
7 have, in your opinion, some kind of a chance of cost
8 recovery for getting this wire in?

9 A. There is a chance, yes.

10 COMMISSIONER SCHOENFELDER: Thank you.

11 MS. WIEST: Any other questions?

12 COMMISSIONER NELSON: Just one. Generally
13 speaking, per line, what kind of revenue does a line
14 produce? Is there a dollar amount?

15 A. I don't know that.

16 COMMISSIONER NELSON: But is it fair for me
17 to assume there's some amount there?

18 A. Again, I don't know. And it seems to me that
19 from what I've heard in residential lines, no. They
20 make most of their revenue on business and business
21 lines and that type of thing.

22 COMMISSIONER NELSON: Thank you.

23 MS. WIEST: Any other questions from the
24 Commissioners? Mr. Hoseck, do you have anything?

25 MR. HOSECK: No.

1 MS. WIEST: Thank you. Do you have any
2 further witnesses?

3 MR. HOSECK: No further witnesses. I would
4 close.

5 MS. WIEST: Ms. Feickert, do you have any
6 rebuttal testimony to give at this time?

7 MS. FEICKERT: I don't think so.

8 MS. WIEST: Does anybody have any closing
9 statements?

10 MR. HOSECK: Yes.

11 MS. WIEST: Miss Feickert, do you want to
12 make any closing statements?

13 MS. FEICKERT: I don't think so.

14 MS. WIEST: Mr. Welk?

15 MR. WELK: Very short. As I told you when we
16 started this proceeding, I don't like to be here on
17 these situations. Mrs. Feickert are our customers.
18 She's entitled to compensation. I'm not saying she's
19 not. Before she was willing to accept about \$350.00.
20 We're willing to pay her more than that. You,
21 obviously, in a complaint procedure can determine
22 what's reasonable. She's entitled to some
23 compensation. But I agree with Tammi, I don't think
24 you can be waiving excess construction fees that your
25 tariffs provide. As a matter of law we have to charge

1 these. We have to charge them to everybody. And if
2 she's entitled to compensation, she should not be
3 entitled to the excess construction fee.

4 If there are damages that you believe that
5 she's entitled to, then you should assess those. We've
6 offered her the unlimited cellular service. She didn't
7 want that back. We clearly should be paying that.
8 We're not saying we should, and we're saying she's
9 entitled to compensation. So exercise what you feel is
10 your common sense judgment. We've laid it all out just
11 like I told you we would. We made a lot of errors. I
12 wish we could have the customer service here so you
13 could ask all the questions you want. I don't know
14 what we would do. The person made an error. We all
15 make errors.

16 I, like Chairman Burg, wish we could fix
17 this. This is an unfortunate situation. You've got
18 one out of the five to 6,000 orders a month. You've
19 got nine held orders in this state. It is never going
20 to be zero. This is not a zero basis business. I wish
21 we could represent it could be zero but it's not. We
22 have humans. It's a complex environment, and it's
23 going to get more complex. She's entitled to some
24 compensation. We screwed up, not all the way, but we
25 screwed up. And we ask to you exercise the judgment

1 that you're all elected to do to provide her what she
2 believed is fair compensation.

3 MS. WIEST: Mr. Hoseck.

4 MR. HOSECK: Mr. Chairman, members of the
5 Commission: The issue before you is one of whether or
6 not U S West has committed an unlawful or unreasonable
7 act, rate, practice, or omission. Basically,
8 Mrs. Feickert just wanted a phone in this case. It
9 shouldn't be that complicated a matter. And as the
10 evidence has indicated, there have been several calls
11 that were made to U S West. And through various types
12 of reasoning, there have been explanations made that
13 the ball was dropped someplace. As Exhibit 7 shows
14 you, there's a vast lapse in time in the provisioning
15 of service in this particular case.

16 And, further, the evidence shows that this is
17 not an isolated incident. That there is still held
18 order problems going on in this scenario. This is a
19 case that, once again, demonstrates that this phone
20 company cannot get its act together. And the bottom
21 line is if you want a phone like the Feickerts, who's
22 in charge? And I don't know, we've heard about all
23 these new systems that are supposed to be working, but
24 that doesn't help the Feickerts at all in this
25 particular case.

1 You've heard the testimony with regard to
2 damages that the Feickerts have put on. You've heard
3 staff's recommendations on that. I would just leave
4 that up to you as to what you think is just, with this
5 admonition, that staff does not feel that competence of
6 this level should be rewarded.

7 And, accordingly, I'm going make a motion to
8 the Commission that with regard to this docket, which I
9 will refer to as the 121 docket, 94-121, it's my
10 understanding that's going to be renumbered. That, in
11 the first place, that this Complaint be noted and the
12 review of U S West request for any type of a rate
13 increase that might be granted by the Commission.

14 Secondly, if the Commission in any manner
15 decides to grant it an increase in the rates, that the
16 rate increase be delayed for a period of 81 days from
17 its intended implementation.

18 Thirdly, as a part of my motion, under SDCL
19 49-13-13, I would move that U S West be ordered to
20 cease and desist from unreasonable practices and
21 omissions which have been demonstrated in this case.
22 Namely, that providing of incorrect information to
23 customers when they sign up for service, incorrectly
24 calculating excess construction fees and in not
25 processing orders in a timely manner. And, finally, in

1 not informing customers of problems when they're
2 encountered in the providing of service.

3 And, accordingly, I would move that the
4 Commission grant this motion. Thank you.

5 MS. WIEST: U S West.

6 MR. WELK: The motion is improper as a
7 procedure matter. The 121 is not a docket that's a
8 subject of this proceeding. If in 121, or whatever,
9 the Commission wants to open the docket, you can take
10 judicial notice of what the facts are that are
11 produced. And I suggest all of the facts, including if
12 you got nine held orders for 1996 out of five to 6,000
13 a month.

14 As I said earlier, we don't want to be here.
15 But the company's record overall is good service. And
16 we hear time and time again of problems with the
17 service for U S West, and there was a problem in this
18 case. But what about the five to 6,000 orders that are
19 every month?

20 This is a totally improper motion in this
21 case. The only purpose of this proceeding is to award
22 compensation if the Commission feels it's appropriate.
23 This is an inappropriate motion. Ms. Feickert came
24 here, presented her case. We have allowed her to
25 provide her story, put all the facts on there. And the

1 purpose of this case only is to determine damages.
2 It's not to make overall cease and desist orders, but
3 to award Ms. Feickert whatever the appropriate
4 compensation is, whatever this Commission determines it
5 is. It's an inappropriate motion.

6 MS. WIEST: My recommendation to the
7 Commission would be that the Commission deny the
8 motion. I believe that the Commission can take
9 judicial notice of this case and its future proceeding
10 on service of quality and the proposed -- or the
11 proposed increase in rates for U S West. And that
12 would be my recommendation.

13 THE CHAIRMAN: I'm going to so move that
14 recommendation. I don't believe the motion is even,
15 though some of some merit -- I believe there will be
16 opportunity to include them in the proper docket, and I
17 don't think they're proper in this docket, so I'll move
18 they be denied. I guess since there's a lack of a
19 second, I believe we could take it under advisement;
20 right?

21 MS. WIEST: Yes.

22 THE CHAIRMAN: We don't have to make a
23 decision on the motion right now.

24 MS. WIEST: Right.

25 COMMISSIONER NELSON: I would move we take it

1 under advisement.

2 THE CHAIRMAN: I would second that just so we
3 get a chance to talk about it.

4 MS. WIEST: Okay. That motion will be taken
5 under advisement. And the Commission won't require
6 briefs unless any of the parties want to.

7 MR. WELK: We don't require.

8 MR. HOSECK: No.

9 MR. WELK: We think we made our arguments to
10 you. It's up to you then.

11 MS. WIEST: The hearing is closed.

12 (THE HEARING CONCLUDED AT 3:45 P.M.)

13

14

15

16

17

18

19

20

21

22

23

24

25

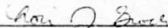
1 STATE OF SOUTH DAKOTA)
2)
3 COUNTY OF HUGHES)

4 I, Lori J. Grode, RMR, Notary Public, in and
5 for the State of South Dakota, do hereby certify that
6 the above hearing, pages 1 through 177, inclusive, was
7 recorded stenographically by me and reduced to
8 typewriting.

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

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

18 IN WITNESS WHEREOF, I have hereunto set my
19 hand and seal of office at Pierre, South Dakota, this
20 24th day of February, 1997.

21
22 
23 _____
24 Lori J. Grode, RMR
25