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BEFORE THE ARIZONA CORPORATION COMMISSION

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Chairman
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Commissioner
MIKE GLEASON
Commissioner
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Commissioner

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In the matter of the petition)
of Autotel)
for arbitration of an)
interconnection agreement)
with Qwest Corporation)
pursuant to Section 252(b))
of the Telecommunications Act)

Docket No. T-01051B-04-0152

Opening Brief of Autotel

Arizona Corporation Commission

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I. INTRODUCTION

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Section 252

(c) Standards for arbitration--In resolving by arbitration under subsection (b) of this section any open issues and imposing conditions upon the parties to the agreement, a State commission shall--

- (1) ensure that such resolution and conditions meet the requirements of section 251 of this title, including the regulations prescribed by the Commission pursuant to section 251 of this title;
(2) establish any rates for interconnection, services, or network elements according to subsection (d) of this section; and
(3) provide a schedule for implementation of the terms and conditions by the parties to the agreement.

It is the Commission's responsibility to resolve the open issues and impose conditions on the parties in the agreement. Autotel could have been more effective in assisting the Commission in this responsibility if Qwest had clearly disclosed what issues it had with the draft interconnection agreement. Instead, Qwest has simply asked the Commission to impose additional conditions. This has left the Commission with the task of deriving the open issue from the Qwest proposed language. In reading the Qwest proposed conditions, the Commission should read the language in a manner most favorable to Qwest. This is how Qwest interprets FCC and other State Commission Orders. Qwest will interpret its own language in the same manner.

The Commission should not attempt to derive the open issues from Qwest's briefing or testimony. Qwest frequently tries to conceal the real issue by briefing and submitting testimony on a different issue. It is the conditions that the Commission imposes in the interconnection agreement that must meet the requirements of section 251 and the regulations.

II. ARGUMENT

Issue 1: Is Qwest required to transport and terminate telephone exchange traffic and exchange access traffic delivered to a tandem by Autotel to another tandem?

Autotel Position: Qwest is specifically required by Section 51.305 to interconnect at the trunk interconnection points of a tandem switch for the transmission and routing of telephone exchange traffic, exchange access or both. There is no requirement for Autotel to interconnect at multiple tandems. Qwest's network is already configured to transport traffic between its tandems.

Qwest Position: Qwest is not obligated to reconfigure its network for Autotel to provide inter-tandem trunking. Qwest does not do this for itself.

Discussion: 47 CFR 51.305(a)(2)(iii) requires Qwest to interconnect at "The trunk interconnection points for a tandem switch," for the transmission and routing of telephone exchange traffic, exchange access, or both. Qwest's proposed conditions would require Autotel to interconnect to all the access tandems in the LATA in order to exchange telecommunications traffic.

The conditions in the draft interconnection agreement allows Autotel to interconnect and exchange telecommunications traffic at a single Qwest access tandem. Those conditions meet the requirements of section 251 and the regulations.

Issue 2: What is local traffic for LEC/CMRS interconnection?

Autotel Position: 51.701(B)(2), a call, which at the beginning of the call, originates and terminates in the same MTA is local traffic.

Qwest Position: Calls that originate and terminate within the same MTA that involve more than Autotel and Qwest are not subject to reciprocal compensation and are, therefore, non-local for the purpose of intercarrier compensation. In addition to interMTA calls, non-local traffic includes calls carried by an interexchange carrier, jointly provided switched access traffic, and certain roaming traffic.

Discussion: Qwest's proposed conditions would assess access charges instead of reciprocal compensation on telecommunications traffic that originates and terminates in the same MTA if that traffic transited the network of another telecommunications carrier and if that carrier is an IXC. The conditions in the draft interconnection agreement which define local traffic is 47 CFR 51.701(B)(2).

Issue 3: When using Type 1 interconnection, is Qwest required to provide any technically feasible type of signaling requested by Autotel?

Autotel Position: Qwest offers Dial Pulse and DTMF signaling to its own end users. Type 1 interconnection using Dial Pulse and DTMF signaling is technically feasible. Qwest is required to interconnect at the same level of quality it provides to its own end users.

Qwest Position: Qwest provides only wink start MF signaling. Other forms of MF signaling are obsolete and are provided only on a grandfathered basis where available. Any request by Autotel for other forms of signaling should be handled through the special request process. (The special request process is proposed by Qwest in Issue No. 11.)

Discussion: Qwest's does not dispute that Dial Pulse and DTMF signaling are technically feasible with Type 1 interconnection. The conditions proposed by Qwest would shift the responsibility for determining the conditions for Type 1 signaling from the Commission to Qwest.

The conditions in the draft interconnection agreement require Qwest to provide all the technically feasible forms of Type 1 signaling. Those conditions meet the requirements of section 251 and the regulations.

Issue 4: Is Qwest required to provide the loop unbundled network element so that Autotel may use that element to provide a telecommunication service?

Autotel Position: Qwest shall provide nondiscriminatory access to unbundled network elements (UNEs) and UNE combinations in accordance with applicable law. Autotel is a telecommunications carrier requesting access to unbundled loops in order to provide a telecommunications service to its own end user customers. Autotel's request is in accordance with applicable law.

Qwest Position: If Autotel wishes to purchase UNEs and combinations of UNES and Qwest is legally obligated to provide them in the manner requested by Autotel, the parties will enter into an amendment to provide the terms and conditions for such access to UNEs and combinations in accordance with applicable law and the Qwest Arizona SGAT. As a general rule, Autotel, as a wireless carrier, is not entitled to purchase UNEs for the purpose of connecting its own network elements or interconnecting its network with Qwest.

Discussion: Qwest proposes that it determine what UNEs it is obligated to provide to Autotel and to then pick and choose language from its SGAT to amend the interconnection agreement later. The conditions proposed by Qwest would shift the responsibility for determining the conditions for the loop network elements from the Arizona Commission to Qwest.

The conditions in the draft interconnection agreement require Qwest to provide the loop network elements on an unbundled basis in accordance with 47 CFR 51.319. Those conditions meet the requirements of section 251 and the regulations.

Issue 5: Should traffic between Qwest and Autotel be defined as for a CLEC or as for a CMRS carrier?

Autotel Position: 51.701(b)(2), a call, which at the beginning of the call, originates and terminates in the same MTA is local traffic.

Qwest Position: The "Extended Area Service (EAS)/Local Calling Traffic" definition should be retained and should continue to be included in the description of traffic considered for purposes of calculating reciprocal compensation.

Discussion: Autotel is a CMRS carrier. Qwest's proposed conditions would determine reciprocal compensation based on the smaller Arizona Commission defined local calling areas for a CLEC instead of the larger MTA for a CMRS carrier as required by 51.701(b)(2).

The conditions in the draft interconnection agreement comply with 51.701(b)(2). Those conditions meet the requirements of section 251 and the regulations.

Issue 6: Is Qwest's obligation to provide dedicated transport limited to 50 miles?

Autotel Position: There are no distance limits to Qwest's obligation to provide dedicated transport.

Qwest Position: Pursuant to section 7.2.2.1.5. of Qwest's Arizona SGAT, Qwest will provide DTT LATA-wide where available. However, where DTT is greater than 50 miles, existing facilities are not available on either party's network, and the parties cannot agree as to which party will provide the facility, the parties will each construct to the mid-point.

Discussion: 47 CFR 51.319(e) defines dedicated transport as a route between the incumbent's wire centers or switches. Routes between Qwest wire centers are more than 50 miles apart. 47 CFR 51.305(a)(2)(vi) requires Qwest to exchange traffic at "The points of access to unbundled network elements as described in Section 51.319;" There is no regulatory distance limit to Qwest's obligation to provide dedicated transport between its own wire centers.

The conditions in the draft interconnection agreement allow Autotel to interconnect with Qwest without any distance restriction. Those conditions in the meet the requirements of section 251 and the regulations.

Issue 7: Should Qwest set the rates for the two way dedicated interconnection facilities it provides? Should Autotel receive reciprocal compensation for two way interconnection analog loops provided by Qwest?

Autotel Position: The rates should be set by the Exhibit A to the agreement. Autotel is entitled to reciprocal compensation for all Qwest provided two way interconnection facilities including analog loops.

Qwest Position: Qwest will debit a full rate element and then credit Autotel's bill for reciprocal compensation due Autotel.

Discussion: The conditions in the draft interconnection agreement require both Qwest and Autotel to debit a full rate element and credit the other for reciprocal compensation due. The Qwest requested conditions would allow Qwest, instead of the Exhibit A, to set the rates billed to Autotel for Qwest provided interconnection facilities and to allow Qwest to not give a credit for Qwest provided analog loops. 47 CFR 51.711(a) requires that the "Rates for transport and termination of telecommunications traffic shall be symmetrical,"

The conditions in the draft interconnection agreement require the rates to be set by the Exhibit A and require symmetrical reciprocal compensation. Those condition meet the requirements of Section 251 and the regulations.

Issue 8: Should the rates elements for Miscellaneous Charges be included in Exhibit A? Should the charges for testing refer to Exhibit A?

Autotel Position: The rate elements for Miscellaneous Charges included in the draft interconnection agreement are already listed in the draft Exhibit A. Autotel agrees to modify M.2.b. of the draft interconnection agreement to refer to the applicable rates in Exhibit A.

Qwest Position: Qwest's language refers to its Exhibit A, which contains Miscellaneous Charges for Type 2 interconnections. Qwest's Exhibit A contains the appropriate Miscellaneous Charges that apply. With regard to testing, Qwest refers to Exhibit A.

Discussion: Autotel has agreed to modify M.2.b. of the draft interconnection agreement to refer to the applicable rates in Exhibit A. Qwest's proposed conditions would eliminate from the interconnection agreement various miscellaneous services that Qwest provides to other carriers under the terms of its SGAT.

Section 252(i) obligates Qwest to provide those same miscellaneous services to Autotel and on the same rates and terms.

Issue 9: Should the subjects to be negotiated in a mid span meet be limited to the physical point of interface and the facilities used? Should mid span meets be only available for Type 2 interconnection?

Autotel Position: Autotel sees no legitimate purpose to restrict the scope of the negotiations. There can be capacity, permitting, NEPA compliance, endangered species, and weather factors to consider. There is no restriction on the type of interconnection used with meet point interconnection arrangement.

Qwest Position: A mid-span meet POI should be negotiated by the parties.

Discussion: 47 CFR 51.321(b)(2) requires Qwest to provide meet point interconnection arrangements. The Qwest proposed conditions would allow Qwest deny meet point interconnection and eliminate its obligation to provide meet point interconnection for Type 1 interconnection altogether.

The conditions in the draft interconnection agreement require both Autotel and Qwest to consider all factors in negotiating meet points and to allow meet point interconnection with Type 1 interconnection. Those conditions meet the requirements of section 251 and the regulations.

**Issue 10: Should the interconnection agreement contain Qwest's SPOP option?
Should the interconnection agreement contain Qwest's SPOP Waiver option?**

Autotel Position: The interconnection agreement should not contain any optional provisions unless those options have been requested by the other party. Autotel has requested neither option.

Qwest Position: Qwest proposes its standard Type 2 SPOP language that is used to provide SPOP to other CMRS providers.

Discussion: Autotel has rejected Qwest's SPOP option because the conditions requires interconnection at all access tandems in the LATA (open Issue 1), exchanging local traffic as a CLEC rather than for a CMRS carrier (open Issue 5), and limit Qwest obligation to provide dedicated transport to 50 miles (open Issue 6). Autotel has rejected Qwest's SPOP Waiver option because the conditions require Autotel to not send traffic to other access tandems in the LATA over Qwest's network (open Issue 1). Qwest's "Options" are nothing more than a second chance to prevail on other open issues that are already before the Commission for resolution.

The conditions in the draft interconnection agreement allow interconnection at a single access tandem, exchange traffic for a CMRS carrier, and without any distance restriction on dedicated transport. Those conditions meet the requirements of section 251 and the regulations.

Issue 11: Should the interconnection agreement contain Qwest's "Special Request Language" which is related to issue 3?

Autotel Position: Issue 3 is the issue of technical feasibility of Type 1 interconnection for the equipment of Autotel. Qwest's "Special Request Process" would allow Autotel to request non standard UNE switching, UNE combinations, and UNES not requiring technical feasibility analysis. Autotel does not seek any non standard UNES nor did it request the "Special Request Process" to be included in the interconnection agreement.

Qwest Position: Qwest proposes its Special Request Process language to provide a process for Autotel to request non-standard services, particularly with regard to signaling.

Discussion: Section 252(c) requires the Commission to resolve open issue 3 and impose conditions that meet the requirements of section 251 and the regulations. The Commission can not delegate that responsibility to Qwest by including a "Special Request Process" in the agreement.

Issue 12: Should the rates in Exhibit A be the same as Qwest's SGAT Exhibit A? Should the Exhibit A contain the rates for the interconnection, services and network elements contained in the interconnection agreement?

Autotel Position: Yes. Autotel agrees to correct the errors it made in editing Qwest's SGAT Exhibit A to delete the rates for interconnection, services and network elements not included in the draft interconnection agreement. Yes. The rates associated with the terms and conditions, whether negotiated or arbitrated, should be included in the Exhibit A

Qwest Position: Many of the interconnection services and UNEs included in Autotel's Exhibit A do not have terms and conditions included in the interconnection agreement, are not available to Autotel, or have incorrect rates. Qwest proposes the correct Type 1 and Type 2 interconnection rates in its Exhibit A.

Discussion: Qwest's proposed Exhibit A contains rates for which there are not terms and conditions in the draft interconnection agreement and is missing rates for conditions that are included in the draft interconnection agreement. Some of the Qwest proposed rates are higher than for the same service or network element under Qwest's SGAT Exhibit A. Autotel is willing to accept the rates in Qwest's SGAT Exhibit A and correct the errors it made in editing the draft Exhibit A.

Issue 13: Should "QWEST" be changed to "Qwest Corporation" and thereafter "Qwest"? Should "Bellcore" be changed to "Telcordia"? Should "Appendix" be changed to "Exhibit"? Should unspecified terms be capitalized?

Autotel Position: Autotel agrees to change in the draft interconnection "QWEST" to "Qwest Corporation" and thereafter "Qwest", "Bellcore" to "Telecordia", and "Appendix" to "Exhibit"

Qwest Position: 1. The draft agreement refers to "QWEST" as the party to the agreement on page 1. The correct reference should be to "Qwest Corporation" which thereafter should be shortened to "Qwest". 2. At various places, the Qwest agreement references "Telecordia," the successor in interest to the company formerly known as "Bellcore". The draft interconnection agreement continues to refer to "Bellcore," which no longer exists. 3. There is inconsistency in the agreement as to the proper means of referring to attachments to the agreement. In some places, "Exhibit" is used, while in others "Appendix" is used. Qwest suggests the use of the term "Exhibit" 4. There are occasional inconsistencies in capitalization of terms through the agreements. Qwest believes that consistent capitalization of terms throughout the agreement will add clarity and avoid potential confusion.

Discussion: Qwest's first three "clerical issues" are resolved. Qwest has not identified what terms in the draft interconnection agreement should be capitalized. Without this information Autotel can not determine whether the 'clerical error" is a substantive change or not.

III. CONCLUSION

Congress enacted the Telecommunications Act of 1996 to promote competition and reduce regulation in order to secure lower prices and higher quality services for American telecommunications consumers and encourage the rapid deployment of new telecommunications technologies. TCA 96 gives Autotel a federal statutory right to an interconnection agreement with Qwest that meets the requirements of section 251, 252, and the regulations. The Arizona Commission should follow the procedures in section 252 and resolve the open issues in accordance with section 251 and the regulations.

Respectfully Submitted this 30th of July, 2004



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CERTIFICATE OF SERVICE

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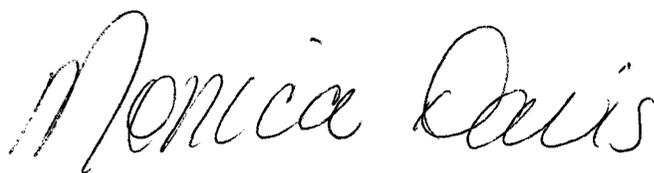
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