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BEFORE THE ARIZONA CORPORATION COMMISSION

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**IN THE MATTER OF U S WEST
COMMUNICATIONS, INC.'S
COMPLIANCE WITH SECTION 271 OF THE
TELECOMMUNICATIONS ACT OF 1996**

) **DOCKET NO. T-00000A-97-0238**
)
) **AT&T'S RESPONSE TO**
) **ESCHELON'S COMMENTS**
) **ON COLLOCATION AND**
) **INTERCONNECTION**

AT&T Communications of the Mountain States, Inc. and TCG Phoenix (collectively "AT&T") hereby provide their comments on Eschelon Telecom, Inc.'s ("Eschelon") proposed changes to Qwest Corporation's ("Qwest") Statement of Generally Available Terms and Conditions ("SGAT").

I. INTRODUCTION

A workshop was held on July 30-31, 2002, to allow competitive local exchange carriers ("CLECs") "who believe they were precluded from raising any issues during the course of this case, to put on their issues into the record for resolution." Notice dated July 24, 2002, from Maureen A. Scott, Attorney, ACC Legal Division, to all parties in Docket No. T-00000A-97-0238. At the workshop, Eschelon marked for the record Exhibits E-1 through E-21. Exhibit-18 contained a number of proposed changes to Qwest's SGAT on the topics of collocation and interconnection.

AT&T has expended considerable time and effort in the workshops in Arizona and other Qwest states in the region negotiating the terms of Qwest's SGAT. Accordingly,

AT&T believes it is necessary to provide Staff with AT&T's position on Eschelon's language or proposals.

II. COMMENTS

A. COLLOCATION

1. Collocation Dust Contamination/Dangers to Equipment¹

Eschelon raised issues regarding Qwest's current procedures regarding construction activities and contamination of collocators' equipment. However, Eschelon did not propose any changes to the SGAT. Therefore, AT&T does not have any comments on this issue.

2. Providing Timely APOT Information

Eschelon has proposed adding a new provision as Section 8.4.12.1. AT&T does not oppose the change proposed by Eschelon. The language only speaks to "incorrect" APOT information and correction of "errors"; however, it appears that Eschelon intended to include any situation where a final APOT is changed. If Eschelon is intending to capture changes to APOT information (as may happen when the preliminary APOT is replaced with a final APOT), the language needs to be clarified to reflect this as well.

3. Collocation Quote Preparation Fee

Eschelon argues that Qwest's SGAT should be amended to state that Qwest will only charge a cost-based fee for augments and changes to collocation orders. In some states, Qwest does have different rates for a "full" quote preparation and for an "augment" quote preparation. AT&T agrees that the quote preparation fee for an augment should be lower than the \$1,381.54 quote preparation fee reflected in Exhibit A to Qwest's SGAT.

¹ AT&T will use the headings contained in Exhibit E-18.

4. Reduction in Power

Eschelon argues that it should not have to sign a contract amendment “to simply terminate unwanted power.” It has been AT&T’s experience that it may reduce power to a collocation site by submitting a collocation augment to Qwest to perform the necessary work (an interconnection agreement amendment has not been required). A collocation augment is costly, because a Quote Preparation Fee must be paid, as well as other fees related to the work Qwest performs. AT&T understands that Qwest has introduced another process called the “DC Power Reduction Procedure” which may cost less; however, AT&T has not used this process and cannot confirm how it works.

5. Material Changes to Collocation Order

The SGAT at Section 8.4.1.2 defines “material changes.” Eschelon argues “[t]he definition of “material change” should be objective so that it is clear to all parties when the definition has been met and it should be reasonable so that small changes to a collocation order do not permit Qwest to require CLECs to accept long delays.”

While Eschelon suggests that the standard for “Material Changes” should be objective, Eschelon has not proposed language changes to the SGAT. If Eschelon makes such a proposal, AT&T would like the opportunity to review and comment on it.

Eschelon’s comment also makes the following statement: “Qwest has stated that it would agree to define material change as those items listed on its web site under “Major/Minor Material Changes.” At this point, AT&T would not agree to this Qwest proposal, because Qwest has the ability to change its website at any time. In any event, AT&T believes it would be difficult to agree on such a list, which is why the parties settled on the language in Section 8.4.1.2 during the workshops.

6. Timely Assignment of Collocation Space

Eschelon argues that Qwest should have a process in place for timely reassignment of reclaimed collocation space when it becomes vacant or has not been in use for some months.

SGAT Section 8.2.1.20.1, Space Denial Queue, describes a process whereby CLECs seeking space in a Qwest Premises, where their collocation applications have been denied, are kept in a queue in the order of their applications so that when space becomes available Qwest can promptly inform them. It is not clear from Eschelon's example whether this process was followed. It is AT&T's understanding that Qwest is developing a process in CMP called "Available Inventory" for vacated/decommissioned collocation space that is available for use by other CLECs. It is unclear whether this process would have improved Eschelon's experience. However, AT&T agrees that as space becomes available in a Qwest Premises, it should be made available to CLECs as soon as possible, especially when a queue has developed at that particular location.

7. Adjacent Off-Site Collocation

Eschelon argues that Qwest should provide adjacent off-site collocation on property not owned by Qwest and proposes additional language to section 8.1.1.6 of the SGAT. AT&T takes no position on Eschelon's proposal; however, if Eschelon is able to obtain this form of collocation, it should be available to other carriers.

8. ICDF Collocation

Eschelon argues that "Qwest's SGAT does not provide for interconnection at the ICDF [Interconnection Distribution Frame]." Eschelon asserts that "ICDF collocation is a

form of collocation and so Qwest is required to permit interconnection at the ICDF.”

Eschelon proposes changes to the first sentence of Section 8.2.5.1 of the SGAT.

AT&T agrees that CLECs should be able to access interconnection at the Qwest ICDF. While this is not reflected in the Qwest SGAT, AT&T understands that Qwest has a new “product” it calls “Facility Connected Collocation (FC Collocation)” that should permit this, as well as access to UNEs, Ancillary Services and finished services. Qwest should comment on whether this form of collocation will accommodate Eschelon’s request. If so, and if Qwest seeks to add terms for this “product” to the Arizona SGAT, AT&T would like the opportunity to comment on such new terms.

9. Unforecasted Collocation Intervals

Eschelon objects to Qwest providing CLECs collocation intervals in excess of 90 days for unforecasted collocations when facilities are available. Eschelon seeks clarification on whether Section 8.4.3.4.3 requires a 90 day interval when facilities are available.

AT&T believes that Section 8.4.3.4.3 of the SGAT reflects what the Arizona Commission ordered (Decision No. 64600, para. 140): “However, we agree with Staff that even if a request was not forecasted, Qwest should make [sic] provide the collocation within 90 days when the space is available and no special conditioning is required.”

B. INTERCONNECTION

1. Paying Transit Charges on Qwest’s intraLATA Toll Calls

Eschelon has proposed deleting the last sentence of Section 7.2.2.3.1 of the SGAT and adding a new sentence in lieu thereof.

AT&T is not certain it fully understands the issue presented by Eschelon. AT&T believes the issue raised by Eschelon and its proposal need to be more fully developed and understood before changes are made to the SGAT. However, if the Staff proposes changes to this language, AT&T would like the opportunity to participate in discussions with Qwest and Eschelon and file written comments to insure that this issue is fully explained and explored.

2. IntraLATA Toll Transit

Eschelon objects to Section 7.3.7.2 of the SGAT. Eschelon argues that it would result in charges to Eschelon for switched access when Eschelon is not the toll carrier. Eschelon proposes deleting Section 7.3.7.2. As noted in AT&T's comments to the preceding proposal, AT&T does not understand the problem Eschelon is seeking to address by its proposal. Until the issue is more fully discussed and understood, AT&T cannot recommend the adoption of Eschelon's proposal. However, if any language change is proposed by Staff, AT&T must have the right to comment on any change, as the impact of any change could be significant.

3. Signaling Parameters

Eschelon opposes the language in Section 7.3.8 of the SGAT. Eschelon argues Qwest proposes to charge the CLEC switched access charges if the CLEC fails to provide Calling Party Number for local traffic. Eschelon believes that Qwest's rationale for this language is to prevent CLECs from sending toll traffic "disguised as local traffic" to avoid the payment of access charges. Eschelon proposes adding language to Section 7.3.8 that would prohibit the termination of intraLATA and interLATA toll traffic over local trunk groups.

AT&T opposes the change proposed by Eschelon to Section 7.3.8 of the SGAT.

AT&T has sought the ability to combine local and toll traffic on the same trunk groups and does so in exchanging traffic with Qwest. A prohibition on combining local and toll traffic on the same trunk groups would be inefficient and anticompetitive.

4. Paying for Category 11 Records

Eschelon points out that Sections 7.5.4 and 7.6.3 require payment to Qwest for Category 11 billing records. “Eschelon believes that Qwest should bill at cost based rates and only charge for records that CLEC is able to use to bill customers.” Eschelon proposes adding the word “billable” before the word “record” in the two sections.

AT&T does not object to the changes proposed by Eschelon to Sections 7.5.4 and 7.6.3.

5. Actual v. Assumed Mileage

Section 7.3.7.1 of the SGAT states that, for local transit, the LIS tandem switching and tandem transmission rates at the assumed mileage in Exhibit A will apply. The assumed mileage will be modified to reflect actual mileage, where the mileage can be measured and the parties agree. Eschelon proposes changing Section 7.3.7.1 to read that the actual mileage will apply based on V and H coordinates unless the originating party chooses to use assumed mileage. AT&T does *not* agree that Section 7.3.7.1 should be changed. Transit traffic may travel by various routes. It may not be feasible to identify each such route and the actual mileage associated with each in advance of passing traffic. As a result, the current SGAT language is more workable in that it allows for traffic to be carried, without delay, based on assumed mileage. Even with this as the default, the current SGAT language, as written, should permit carriers to establish actual mileage at any time.

Dated this 12th day of September, 2002.

**AT&T COMMUNICATIONS OF
THE MOUNTAIN STATES, INC.
AND TCG PHOENIX**

A handwritten signature in black ink, appearing to read "Richard S. Wolters", written over a horizontal line.

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CERTIFICATE OF SERVICE

I certify that the original and 10 copies of AT&T's Response to Eschelon's Comments on Collocation and Interconnection in Docket No. T-00000A-97-0238 were sent by overnight delivery on September 12, 2002 to:

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