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Arizona Corporation Commission

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BEFORE THE ARIZONA CORPORATION COMMISSION

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RENZ JENNINGS  
CHAIRMAN  
MARCIA WEEKS  
COMMISSIONER  
CARL J. KUNASEK  
COMMISSIONER

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DOCUMENT CONTROL

Docket No. U-3016-96-402  
Docket No. E-1051-96-402

IN THE MATTER OF THE PETITION OF TCG  
PHOENIX FOR ARBITRATION PURSUANT TO  
§ 252(b) OF THE TELECOMMUNICATIONS  
ACT OF 1996 TO ESTABLISH AN  
INTERCONNECTION AGREEMENT WITH U S  
WEST COMMUNICATIONS, INC.

**AMENDMENT TO U S WEST  
COMMUNICATIONS, INC.'S  
STATEMENT PURSUANT TO  
R14-2-1506**

Pursuant to R14-2-1506 of the Rules of the Arizona Corporation Commission (the "Commission"), U S WEST Communications, Inc. ("USWC") hereby amends its statement concerning the Interconnection Agreement between the parties filed with the Commission December 6, 1996 (the "Agreement") to include a statement regarding supplemental language added to the Agreement on December 12, 1996.

The parties filed supplemental language on December 12, 1996 (see the underlined sentences of pages 45-49, 52 and 67-68 attached as Exhibit A). With respect to three sections marked on Exhibit A with an asterisk, this language was added solely to comply with the arbitrator's or Staff's requests for language with respect to the Agreement. USWC, however, maintains its belief that the Commission should not approve the arbitrated provisions indicated in Exhibit B to its Statement Pursuant to R-14-2-1506, and through this Amendment, indicates its belief that the Commission should not approve the supplemental language marked by asterisks on Exhibit A hereto. Implementation of the supplemental language would be inconsistent with the public interest, convenience and necessity.

1 DATED this 13<sup>th</sup> day of December, 1996.

2 U S WEST, INC.  
3 Law Department  
4 Norton Cutler  
5 and  
6 FENNEMORE CRAIG, P.C.

7 By Timothy Berg  
8 Timothy Berg  
9 Theresa Dwyer  
10 Mary Beth Phillips  
11 Two North Central, Suite 2200  
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13 Attorneys for U S WEST Communications, Inc.

14 ORIGINAL and 10 copies of the  
15 foregoing delivered for filing  
16 this 13<sup>th</sup> day of December, 1996 to:

17 Docket Control  
18 ARIZONA CORPORATION COMMISSION  
19 1200 West Washington Street  
20 Phoenix, AZ 85007

21 COPY of the foregoing hand-delivered  
22 this 13<sup>th</sup> day of December, 1996 to:

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24 Chief Hearing Officer  
25 ARIZONA CORPORATION COMMISSION  
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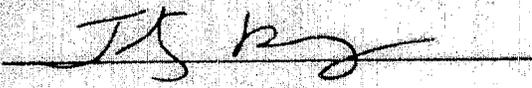
4 COPY of the foregoing mailed  
5 this 13<sup>th</sup> day of December, 1996 to:

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**VI. NUMBER PORTABILITY**

**A. Interim Number Portability.**

1. TCG and USWC shall provide remote call forwarding functionality, or other INP capabilities, to each other at no charge, in accordance with the provisions of the FCC's First Report and Order and Further Notice of Proposed Rulemaking, CC Docket No. 95-116 ("FCC Number Portability Order").
2. The costs incurred by TCG and USWC of providing INP shall be recovered through a broad-based cost recovery mechanism, as described in the FCC Number Portability Order. Costs shall be assessed in an annual surcharge based upon each carrier's number of ported telephone numbers relative to the total number of active telephone numbers in the local service area, as discussed by the FCC in the FCC Number Portability Order, Para. 16). \*  
\*  
\*
3. With regard to the division of Switched Access revenues associated with INP, each Party will bill Switched Access charges for its portion of the call. If the terminating Party is unable to identify the particular EXC carrying the forwarded call, the forwarding Party shall provide the necessary information to permit the terminating Party to issue a bill.



b. Toll Calls

Applicable to intraLATA toll calls based on intrastate Switched Access rates as set forth in USWC's Switched Access tariff.

c. TCG shall pay a transit rate equal to the tandem switching rate element set forth in Exhibit A when TCG uses a USWC access tandem to originate a call to another LEC, a WSP or another TCG end office. If TCG receives a call through USWC's access tandem that originates from another LEC, TCG will not charge USWC any rate elements for this call, regardless of whether the call is local or toll. TCG will establish an appropriate billing relationship directly with the other LEC.

2. The following compensation rates shall apply for traffic carried from USWC to TCG:

a. Local calls

For all Local Traffic, the Parties agree to mutual traffic exchange without explicit compensation.

This rate structure shall remain in place for a period of twenty four (24) months after Commission approval of this agreement. The Parties agree to renegotiate this rate structure in that time frame in accordance with the compensation structure set forth in Section 252(d) of TA 1996, as well as any other relevant provision of TA 1996, provided that such negotiations will be completed by the end of twenty four (24) months after Commission approval of this agreement. During the renegotiation process, either Party may seek arbitration.

b. Toll Rate

Charges applicable to toll calls are based on intrastate Switched Access rates as described in TCG's intrastate Switched Access tariff. For the mileage-sensitive rate element, if any, mileage is calculated based on the airline miles between the Vertical and Horizontal (V&H) coordinates of the TCG switch where the Local Interconnection Trunk Group terminates and the TCG Routing Point.

c. USWC shall pay a transit rate equal to the rate set in the first sentence of subsection A.1.c., above, when USWC uses a TCG switch to originate a call to another LEC, a WSP or another USWC Central Office.

B. Notwithstanding the provisions above with regard to mutual traffic exchange without explicit compensation for the exchange of Local Traffic, either party may seek an earlier termination of the bill and keep mechanism if it is able to show, based on six months of history, that traffic terminated by the Parties is out of balance by more than ten percent.

C. For purposes of reciprocal compensation, TCG is to receive compensation for use of its switch equivalent to that of US WEST's tandem switch. \*  
\*

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- 3. Trouble clearance did not otherwise require a dispatch, and upon dispatch requested for repair verification, the interconnection trunk does not exceed maintenance limits.

If a Maintenance of Service initial charge has been applied and trouble is subsequently found in the facilities of the Party whose personnel were dispatched, the charge will be canceled.

Billing for Maintenance of Service is based on each half-hour or fraction thereof expended to perform the work requested. The time worked is categorized and billed at one of the following three rates:

- 1. basic time;
- 2. overtime; or
- 3. premium time

as defined for billing by USWC in its tariff and by TCG in its tariff.

**IX. TELECOMMUNICATIONS SERVICES AVAILABLE FOR RESALE**

The Parties shall provide for wholesale purchase of all retail services sold to end users at a discount of 17% off of the retail rate, until the Commission determines the permanent avoided cost discount in its cost study proceeding.

USWC may charge a non-recurring customer transfer charge to TCG when it transfers a USWC customer to TCG for purposes of TCG acting as a reseller of USWC's service. The customer transfer charge shall be as follows:

Residence, per line	\$54.13
Business, per line	\$56.60
ISDN, per line	\$57.15

However, TCG may demonstrate what its own costs will be upon termination of a resale customer, so that amount may be discounted from the customer transfer charge payable to USWC.

If the tariff for a specific service that TCG purchases from USWC for purposes of resale would pass construction costs associated with that service up-front to an end user, USWC may charge TCG up-front for the construction. If another LEC receives a benefit from the construction, TCG is entitled to recover contribution from the LEC

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**XXII. AMENDMENT OF AGREEMENT**

TCG and USWC may mutually agree to amend this Agreement in writing. Since it is possible that amendments to this Agreement may be needed to fully satisfy the

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December 5, 1996

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purposes and objectives of this Agreement, the Parties agree to work cooperatively, promptly and in good faith to negotiate and implement any such additions, changes and corrections to this Agreement. Any such amended agreement will be filed with the Commission and, if not rejected by the Commission under the provisions of the Federal Communications Telecommunications Act of 1996 within 30 days of filing, such amended agreement will become effective.