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BEFORE THE ARIZONA CORPORATION COMMISSION

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RENZ D. JENNINGS  
CHAIRMAN  
MARCIA WEEKS  
COMMISSIONER  
CARL J. KUNASEK  
COMMISSIONER

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. )

Docket Nos. U-3016-96-402  
E-1051-96-402

TCG PHOENIX'S REQUEST FOR  
APPROVAL OF  
INTERCONNECTION  
AGREEMENT

TCG Phoenix ("TCG"), through its undersigned counsel, pursuant to A.A.C. R.14-2-1506, hereby respectfully requests approval of that certain interconnection agreement ("Agreement") between TCG and U S West Communications ("U S West") filed with the Commission on December 6, 1996 in substitution of a form of agreement between the parties filed November 29, 1996, pursuant to Decision No. 59873. In support of its request, TCG submits the following:

1. Final Agreement. The Agreement submitted on December 6, 1996 is final in all respects and signatures of the authorized representatives of the parties are being obtained and will be filed in accordance with the Procedural Order issued December 10, 1996. The Agreement is the result of many months of negotiation and is in compliance with the Telecommunications Act of 1996 ("the Act") and Decision No. 59873.

2. Arbitrated and Negotiated Terms. The Agreement contains both arbitrated and negotiated provisions. Exhibit A hereto identifies the provisions of the Agreement that were arbitrated. The arbitrated provisions are cross referenced to the page of Decision No. 59873 where the specific issue being arbitrated is resolved by the

1 Commission. The Agreement contains all necessary provisions that are consistent with  
2 the arbitrated issues resolved by the Commission. All other provisions in the Agreement  
3 are the result of negotiation between the parties.

4 3. Main Provisions of the Agreement. The central provisions of the Agreement  
5 enable TCG to interconnect with the facilities of U S West in order to provide competitive  
6 local and intraLATA exchange telecommunications services to the public in accordance  
7 with TCG's certificate of convenience and necessity issued by the Commission in Decision  
8 No. 59874. The rates and charges contained in the Agreement are just and reasonable and  
9 are in compliance with Decision No. 59873 and the Act. See Exhibit A to the Agreement.  
10 Network interconnection provisions (pages 13-26) provide detailed requirements  
11 concerning the location, sizing and structure of facilities, trunking directionality, signalling  
12 protocols, local and meet point trunking arrangements, combination interconnections,  
13 control office functions, testing and trouble responsibilities, interconnection (a) forecasting,  
14 (b) grade of service, (c) deployment and (d) trunk servicing and network management.  
15 Additional network interconnection provisions prescribe tariffed services and establish  
16 procedures for end user repair calls and referral services.

17 The Agreement (pages 26-39) enables TCG to obtain (and requires U S West to  
18 afford) nondiscriminatory access to all of U S West's network elements that are thought  
19 to be necessary to enable TCG to provide competitive service, including access to loops,  
20 transport facilities, ports, local switching and cross-connects.

21 The Agreement also provides for nondiscriminatory access to poles, ducts, conduits  
22 and rights of way (pages 39-41) and establishes terms for emergency services, directory  
23 assistance and operator assisted services (pages 41-45). The Agreement further provides  
24 for number portability and local dialing parity (pages 47-48).

25 In accordance with the Act, reciprocal compensation provisions have been  
26 established (pages 48-52) and resale of U S West's telecommunications services are

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1 permitted (pages 52-53). Terms and conditions for collocation by TCG at U S West  
2 premises are established (pages 53-58). Meet point billing arrangements and data  
3 exchange to facilitate each party's billing for services are also set forth in the Agreement  
4 (pages 58-63). Finally, provisions are set forth covering interim service standards  
5 (Exhibit B), true-up of interim rates and the establishment of audit procedures (pages  
6 63-64).

7       4.     Reasons for Adoption of the Agreement. The Agreement is the product of  
8 many months of negotiation between the parties and, in addition, is the result of a formal  
9 arbitration hearing, procedure and order of the Commission in Decision No. 59873.  
10 Significant efforts by both parties have been invested in order to bring this matter to an  
11 expedited conclusion in keeping with the time constraints imposed by the Act. The  
12 Agreement will enable customers of U S West who desire a choice in their  
13 telecommunications provider to have that choice. Moreover, the Agreement will begin the  
14 fostering of competition in the local exchange marketplace in order to fulfill public policy  
15 objectives set forth in the Commission's competitive telecommunications rules and the  
16 Act—on both the state and national level.

17       5.     Approval by the Commission; Requirements of 47 U.S.C. § 251. The  
18 Agreement meets the requirements of § 251 of the Act. With respect to the portions of  
19 the Agreement that are negotiated, there is no basis for rejection in that the Agreement  
20 does not discriminate against a telecommunications carrier not a party to the Agreement  
21 and is consistent with the public interest, convenience and necessity under § 252(e)(2)(A).  
22 Further, the arbitrated portions of the Agreement meet the requirements of § 251 of the  
23 Act including the regulations prescribed by the Commission pursuant to § 251 as well as  
24 the standards set forth in § 252(d).

25 . . . .  
26 . . . .

1 The Agreement should therefore be approved by the Commission.

2 DATED: December 10, 1996

3 Respectfully submitted,

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*Dee Watts*

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## Exhibit A

The following provisions of the Agreement are the result of the arbitration order (Decision No. 59873) and are cross-referenced to the page of the decision where the arbitrated issues are discussed. All other provisions in the Agreement are the result of negotiations between the parties.

<u>Issue arbitrated/Decision No. 59873</u> <u>(page no.)</u>	<u>Issue decided;</u> <u>Agreement paragraph, page</u>
Physical interconnection (p. 5)	Access tandem, I.A., p. 14
Sizing and structure (p. 6)	Access tandem, I.C., p. 15
Trunking directionality (p. 6)	Two way trunks, I.D.(1), p. 16
Combination interconnection trunk groups (p. 7)	Cooperation in establishing local and meet point trunks, I.H., p. 21
Meet point trunking arrangements (p. 8)	Jointly provided tandem service access, I.G., pp. 18-21
Reciprocal compensation, bill and keep (p. 8)	Reciprocal compensation, VIII, pp. 48-52
Sharing of revenues from jointly provided switched access (p. 10)	Reciprocal compensation, VIII, pp. 48-52
Collocation at U S West Premises (p. 12)	Any technically feasible premises, X., pp. 53-58
Prices for unbundled elements (p. 13)	Set by ACC, XIV.; and Exhibit A
Combination of unbundled elements (p. 14)	Rebundling permitted II., p. 26
Performance standards (p. 15)	Service to itself, 10 largest customers, other LECs, etc., XIII., p. 36; and Exhibit B
Nondiscriminatory access to poles, ducts, etc. (p. 16)	"Make ready" charge, III.B., p. 39
Customer guide white pages/billing for advertising (p. 17)	Directory listings, IV.B., pp. 42-44

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**Issue arbitrated/Decision No. 59873**  
**(page no.)**

**Issue decided:**  
**Agreement paragraph, page**

**Resale of private line services at discount (p. 17)**

**All services, IX., pp. 52-53**

**Resale of residential services at a discount (p. 18)**

**All services, IX., pp. 52-53**

**Volume discounts (p. 18)**

**All services, IX., pp. 52-53**

**Discount level (p. 19)**

**17%, IX., p. 52**

**Customer transfer charge (p. 20)**

**Authorized, IX., p. 52**

**Construction charges (p. 20)**

**Authorized if tariffed by U S West, IX., p. 52**

**Interim number portability (p. 21)**

**Per FCC Order, VI.A., p. 47**

**Interim rates (p. 21)**

**True-up, XIV., p. 63**

**Interim rates not set by FCC proxy (pp. 22-23)**

**Per ACC, Exhibit A**

**Most favored nation clause (p. 24)**

**Per ACC, not required**

**Term (pp. 24-25)**

**3 years, XX., p. 67**

**Indemnity (p. 25)**

**Own negligence or misconduct, XXIV., p. 68**

**Dispute resolution; arbitration (p. 25)**

**Cost of arbitration decided by arbitrator XVII.C., pp. 65-66**

**Limitation of liability (pp. 25-26)**

**Punitive damages not prohibited, XXIII., p. 67**

**Definitions (p. 26)**

**Definitions, pp. 6-13**