

INITIAL COMMENTS

As an initial matter, AT&T believes that the review and analysis of U S WEST's SGAT should occur within, and as part of, U S WEST's Section 271 filing. Despite the Commission's ruling that U S WEST can only rely upon its SGAT for elements and services that are not otherwise dealt with in an interconnection agreement approved in Washington, U S WEST is obviously relying heavily on the terms and conditions in its SGAT to meet its 271 obligations. U S WEST filed a revised SGAT as part of its Section 271 Application in this case, and its testimony points to numerous provisions within the SGAT to satisfy its legal obligations. Further, many of the terms and conditions which U S WEST relies on in the SGAT to satisfy its legal obligations, cannot be found in any current interconnection agreements in the state of Washington. Therefore, an analysis of whether U S WEST meets its 271 obligations will necessarily involve some review of the terms and conditions in the SGAT. It is more efficient to review this once in the 271 docket instead of twice--in both the 271 and the SGAT dockets. Further, U S WEST's significant reliance on the SGAT to satisfy its Section 271 obligations has been borne out in other states where U S WEST's primary argument supporting its 271 compliance is based on the SGAT.

If U S WEST does not agree to extend the time frame for the Commission to complete its review, the Commission is allowed by the Act to permit the SGAT to go into effect, pending the completion of the review. Other states such as Nebraska, Arizona and Colorado have done so while reviewing U S WEST's ability to satisfy a Section 271 application. Allowing the SGAT to take effect, however, does not mean that the Commission has approved the SGAT's compliance

with the law, and other Commissions have barred U S WEST from using SGAT provisions to satisfy its legal obligations until the review of the SGAT has been finally completed. So, while U S WEST can put forth the SGAT as evidence of compliance, it still does not constitute an agreement approved by the Commission as compliant with Sections 251 and 252 of the Act until the Commission has completed its review and finally approved the SGAT.

Regardless of which option the Commission decides to follow, two things are paramount to AT&T. First, that the review of the SGAT occur as part of the 271 case as is happening elsewhere to preserve economies and to avoid duplication of effort. Second, before U S WEST is allowed to rely on the SGAT to satisfy a legal obligation that is not otherwise included in an interconnection agreement, the Commission must approve a sufficiently detailed pick and choose provision to allow CLECs to take advantage of the conditions that U S WEST is promising in its SGAT.¹ Despite the fact that the FCC has upheld the pick and choose provision of the Act, U S WEST continues to play games with the provision, allowing CLECs to pick and choose provisions from the SGAT only if the “provisions do not lose their context” upon being picked. Obviously, such a proposal leaves far too much to U S WEST’s discretion, allowing it to deny CLECs the right to take advantage of contractual provisions that U S WEST promises are available through its SGAT if the “context” so requires. Instead, if the Commission agrees to allow U S WEST to rely on the SGAT to satisfy its 271 obligations pending the Commission’s approval of the SGAT, AT&T requests that the following pick and choose language be

¹ Although this Commission has already implemented a Policy Statement with respect to Pick and Choose in Washington, it is important that a provision be included in U S WEST’s SGAT allowing CLECs to broadly pick and choose among provisions. Further, different issues may arise with respect to picking out of an SGAT versus out of another competitor’s agreement, which is what the Commission’s policy deals specifically with.

implemented and made a part of U S WEST's SGAT to allow CLECs to take advantage of promises made in the SGAT:

.8 At any time any local exchange carrier ("Requesting Carrier") that has an effective interconnection agreement with U S WEST may elect to incorporate any term or terms set forth in this Agreement into Requesting Carrier's interconnection agreement. Requesting Carrier may exercise this election by delivering a written notice to U S WEST which shall identify the term or terms to be included in the Requesting Carrier's interconnection agreement. Such election shall be effective as of the date of such notice. Such notice may include, at the option of Requesting Carrier, a proposed amendment to the Requesting Carrier's interconnection agreement memorializing such election. Any dispute between Requesting Carrier and U S WEST concerning any election by Requesting Carrier under this Section 1.8 or the proposed amendment shall be resolved, at Requesting Carrier's option, pursuant to either (1) the Dispute resolution procedures of Section 5.18 of this Agreement or (2) the dispute resolution procedures set forth in Requesting Carrier's interconnection agreement. U S WEST shall, notwithstanding any objection by U S WEST to such election or the proposed amendment, continue to provide services, Interconnection, or network elements to Requesting Carrier as required by Requesting Carrier's interconnection agreement, subject to the term or terms that Requesting Carrier elects to include from this Agreement, from and after the date of Requesting Carrier's election notice.

AT&T appreciates the opportunity to provide comments in this proceeding and looks forward to participating further in this and the 271 proceeding.

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CERTIFICATE OF SERVICE

I certify that the original and eight (8) copies of AT&T Communications of the Pacific Northwest, Inc.'s Comments on SGAT Process in Docket No. UT-003040, were sent via electronic mail and overnight delivery on May 17, 2000, to:

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I also certify that on May 17, 2000, I served a copy of this document upon the following in this proceeding, by electronic mail, selected under WAC 480-09-120(2)(a).

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