

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

In the Matter of the Petition for)
Arbitration of an Interconnection)
Agreement Between)
)
AT&T Communications of the) DOCKET NO. UT-960307
Pacific Northwest and)
)
GTE Northwest Incorporated,)
)
Pursuant to 47 U.S.C. Section 252)

AT&T'S REQUEST FOR APPROVAL AND MODIFICATION
OF ARBITRATED AGREEMENT

I. INTRODUCTION

On March 11, 1996, AT&T Communications of the Pacific Northwest, Inc. ("AT&T") requested negotiations with GTE Northwest Incorporated ("GTE") of an interconnection agreement under the Telecommunications Act of 1996 (the "Act").¹ On August 16, 1996, AT&T filed with the Commission and served on GTE a petition for arbitration pursuant to Section 252(b) of the Act. Hearings were held on November 4-5, 1996. The Arbitrator issued a Report and Decision on December 11, 1996, which instructed the parties to submit an agreement, consistent with the terms of the Report and Decision,

¹ 47 U.S.C. §251 et seq.

within 30 days.² On February 4, 1997, the Arbitrator issued a Supplemental Report, clarifying the Report and Decision in regard to wholesale discounts on volume discounted services.

Pursuant to the procedure set forth in the Commission's policy statement, in Docket No. UT-960269, and the Arbitrator's Report and Decision, AT&T submits this Request for Approval and Modification of its final proposed Interconnection, Resale and Unbundling Agreement ("Final Agreement"), attached as Exhibit 47.

II. AT&T'S FINAL AGREEMENT

AT&T's Final Agreement is consistent with the Arbitrator's decision on the issues presented at the arbitration. In addition, the Final Agreement contains contract language which GTE and AT&T agreed to in other states subsequent to the Washington arbitration. In this regard, the Final Agreement contains (1) contract terms the parties stipulated to in Texas;

² The filing deadline was subsequently extended to February 7, 1997. See Notice of Extension of Time to File Contract, In Re. Petition for Arbitration of an Interconnection Agreement, Docket No. UT-960307 (WUTC, January 24, 1997).

³ See Supplemental Report, In Re. the Petition for Arbitration of an Interconnection Agreement, Docket No. UT-960307 (WUTC, February 4, 1997) at p. 4.

⁴ Exhibit 47 is marked to reflect both parties' current positions. The key to the markings is contained in the "Explanation of Contract Marking", which is submitted as a cover page to the agreement.

⁵ Attached as Exhibit 48.

(2) terms pertaining to Direct Measures of Quality (“DMOQs”), which the parties agreed to in California; and (3) other contract terms agreed to in negotiations conducted up to February 3, 1996. Because GTE and AT&T reached agreement on these terms subsequent to the Washington arbitration, they were not addressed during that proceeding. AT&T respectfully requests that the Commission consider and approve these additional contract terms.

AT&T also requests that the Commission find that the Arbitrator’s Report and Decision, together with the Supplemental Report, fails to comply with the Act in two respects: (1) granting GTE recovery of non-recurring charges for interconnection and access to network elements, and (2) failing to require GTE to permit collocation of remote switching units (“RSUs”). AT&T requests that the Commission modify the Arbitrator’s Report and Decision, Supplemental Report, and the arbitrated agreement to correct these errors.

AT&T’s position regarding why the Final Agreement is, with the exception of the two issues outlined in the preceding paragraph, consistent with Sections 251 and 252 of the Act, is provided in AT&T’s Post-Hearing Brief, attached as Exhibit 49. “Information to enable the Commission to make the determinations required by Section 252(d) regarding pricing standards,” is also contained in AT&T’s Post-hearing Brief. AT&T’s position

⁶ This decision of the Arbitrator in Washington is in stark contrast to the conclusions reached in every other GTE arbitration conducted in the Western Region to date, each of which held that GTE must permit AT&T to collocate RSUs.

⁷ See Arbitrator’s Report and Decision, p. 61.

regarding why the contract must be modified to correct the two errors of law listed above is provided in AT&T's Petition for Reconsideration, attached as Exhibit 50.

III. IMPLEMENTATION SCHEDULE

AT&T requests that the Commission implement the arbitrated agreement, as modified, in accordance with the timelines set forth within the Final Agreement itself. As discussed in AT&T's Post-hearing Brief, these timelines are consistent with the Act, Federal Communications Commission ("FCC") rules, and this Commission's rules and orders.

CONCLUSION

AT&T's Final Agreement, modified as requested, complies with the Act, FCC rules, and this Commission's rules and orders. Consequently, AT&T respectfully requests that the Commission approve the modified Final Agreement.

DATED this [____] day of February, 1997.

By _____

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