

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter, on the Commission's own motion,)
to consider Ameritech Michigan's compliance)
with the competitive checklist in Section 271 of) MPSC CASE NO. U-12320
the federal Telecommunications Act of 1996.)

AFFIDAVIT OF
DANIAL M. NOORANI

STATE OF ILLINOIS)
) s.s.
COUNTY OF COOK)

The undersigned, being of lawful age and duly sworn on oath, hereby certifies,
deposes and states the following:

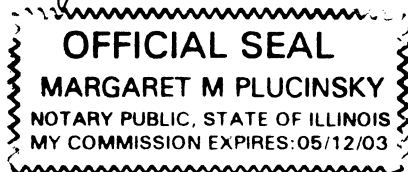
I have caused to be prepared the attached written testimony in support of AT&T
Communications of Michigan, Inc. in the above referenced docket. This
testimony is true and correct to the best of my knowledge, information, and belief.

Further Affiant sayeth not.

[Handwritten signature of Danial M. Noorani]
Danial M. Noorani, Affiant

Subscribed and Sworn to before me
this 26th day of June, 2001.

[Handwritten signature of Margaret M. Plucinsky]
Notary Public



STATE OF MICHIGAN
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_____)	

AFFIDAVIT OF DANIAL NOORANI

ON BEHALF OF

AT&T COMMUNICATIONS OF MICHIGAN, INC. AND TCG DETROIT

JUNE 29, 2001

I, Danial Noorani, being of lawful age and duly sworn under oath, do hereby depose and state as follows:

I. INTRODUCTION AND QUALIFICATIONS

1. My name is Danial Noorani. My business address is 222 West Adams Street, Suite 1100, Chicago, Illinois, 60606. I am employed by AT&T Corporation as District Manager, Carrier Relations. I am responsible for managing AT&T's business relationship with SBC-Ameritech on collocation, structures, 911 and other network interconnection issues.

2. I was granted a Bachelor's degree in Commerce & Economics from the University of Karachi in 1972. I also received a B.B.A. in 1975 and a M.B.A. in 1976 from Western Illinois University in Macomb, Illinois. I joined Western Electric/AT&T Network Systems (now Lucent) in 1979. I was with that division of AT&T until September 1995. At AT&T Network Systems I was the Product Manager for new services supporting our Transmission product line. I moved from that job to Project Manager, new product introductions for Digital Loop Carrier and Transmission Multiplexers. In 1984, I became Senior Contract Specialist in charge of negotiating Sales Contracts. For the last seven years of my career at AT&T Network Systems I was the Sales Manager for Transmission, Cable and Wire and Central Office Cross-connect products for the Ameritech Account. In October 1995 I was assigned to manage the Access Vendor Management organization in Chicago with responsibilities for the Ameritech region. In 1996, I was asked to assume the Carrier Relations duties in support of AT&T's Local market entry. I co-chaired the Illinois Commerce Commission Workshop on Local

Number Portability and was involved in the selection of a number portability vendor and the formation of a Limited Liability Company of six telecommunications carriers for managing the number portability process. In 1999, I was promoted to my current position.

PURPOSE AND SUMMARY OF AFFIDAVIT

3. Ameritech Michigan has failed to meet its obligations under checklist items (i) interconnection and (vii), directory assistance and operator services, among others.

Regarding interconnection, Ameritech Michigan has not offered rates, terms and conditions for collocation that comply with the Act and the requirements of the FCC guidelines. Specifically, Ameritech has failed to provide TELRIC based rates for the collocation terms and conditions in our interconnection agreement. Second, Ameritech Michigan has also failed to comply with its obligations concerning access to operator services and directory assistance by insisting that AT&T must use separate trunk groups for local and long distance OS/DA calls.

I. COLLOCATION PRICING

4. Section 271(c)(2)(B)(i) and (ii) of the Act, respectively, require ILECs to provide “[i]nterconnection in accordance with the requirements of sections 251(c)(2) and 252(d)(1),” and “[n]ondiscriminatory access to network elements in accordance with the requirements of sections 251(c)(3) and 252(d)(1).”

5. Section 251(c)(2) of the Act provides that Ameritech Michigan must make available:

“[I]nterconnection with the local exchange carrier’s network ... at any technically feasible point within the carrier’s network; that is at least equal in quality to that provided by the local exchange carrier to itself or to any subsidiary, affiliate, or any other party to which the carrier provides interconnection; and on rates, terms and conditions that are just, reasonable, and nondiscriminatory.”

CLECs use collocation as one of the primary methods of interconnection. Thus, Section 251(c)(2) of the Act compels Ameritech Michigan to provide for collocation (or more appropriately central office space) to achieve interconnection at any technically feasible point within Ameritech’s network at the same level of quality that it provides central office space to itself. Additionally, 47 U.S.C. § 251(c)(3) requires that Ameritech Michigan provide CLECs access to UNEs. This access must be provided in a “nondiscriminatory” manner at “any technically feasible point on rates, terms, and conditions that are just, reasonable, and nondiscriminatory.” Collocation is critical for CLECs to have the ability to access UNEs.

6. The FCC has recognized the importance of collocation to interconnection and UNE access. The FCC stated in its Texas 271 Order,¹ “[t]he provision of collocation is an essential prerequisite to demonstrating compliance with checklist item (i) of the competitive checklist.” The FCC stated further that to allow compliance with item (i), “a BOC must have processes and procedures in place to ensure that all applicable collocation arrangements are available on terms and conditions that are ‘*just, reasonable,*

¹ See Memorandum Opinion and Order, *Application by SBC Communications Inc., Southwestern Bell Telephone Company, and Southwestern Bell Communications Services, Inc. d/b/a Southwestern Bell Long Distance Pursuant to Section 271 of the Telecommunications Act of 1996 to Provide In-Region, InterLATA Services in Texas*, 15 FCC Rcd 18354, ¶ 64 (Texas 271 Order).

and nondiscriminatory' in accordance with section 251(c)(6) and our implementing rules."²

7. In connection with their recent submission of the conformed interconnection agreement ("Agreement"), Ameritech Michigan and AT&T represented to the Commission that the parties were continuing to negotiate their differences on the pricing schedule. At this point in time the "differences" have become an impasse, at least with regard to collocation pricing. Initially, Ameritech took the position that since Ameritech had not developed contract rates for collocation, Ameritech would provide tariff rates and tariff terms and conditions would apply for purchases under these rates. AT&T responded that this was not acceptable since AT&T had negotiated and arbitrated collocation terms, and specifically found Ameritech's tariff terms and conditions unacceptable (see Exhibit DN-1 regarding Wisconsin collocation pricing, which issues are the same in Michigan). In Michigan, Ameritech has since modified its initial position slightly, but its current proposal described below is still unacceptable:

a. Beginning on the Effective Date of the Agreement, AT&T may order collocation out of the Agreement, and, if contractual rates for collocation are not available at that time, Ameritech will apply, on an interim basis, rates equivalent to those set forth in the Michigan tariff for those collocation items that are included in the tariff. The rates charged will be equivalent to the tariff rates, as the tariff may be amended from time to time, notwithstanding the Effective Date of the Agreement. But at such time as Ameritech has developed contractual pricing for collocation, the Agreement will be amended to reflect that pricing, and AT&T will no longer be charged the tariff-equivalent interim rates. Ameritech anticipates that contract pricing will be available within the next 30 – 60 days.

² Texas 271 Order at ¶ 64 (emphasis added).

b. For all collocation items contained in the Agreement for which there is no rate or rate element in the Michigan tariff, AT&T will be provided those items on a Non-Standard Collocation Request (NSCR) basis only.

8. Ameritech's demand that AT&T agree to use the interim tariff rates until such time as it has its "contract" pricing available is unacceptable. AT&T does not believe that Ameritech's intent to develop "contract" pricing for collocation is sufficiently certain or reliable to allow AT&T to agree to the proposal. Of course, Ameritech's proposal begs the question why it has not come forward with proposed collocation pricing to date and why it should take some 60 days to be determined.

9. AT&T also rejects Ameritech's contention that the rates approved for use in its tariffs are not applicable to interconnection agreements. The MPSC has consistently set collocation rates in its TSLRIC dockets (most recently, Case U-11831). AT&T does not believe Ameritech has grounds for the creation of collocation pricing that are different from what has been approved. Indeed, Ameritech has not taken this position with regard to other rate elements. Nor was it Ameritech's (apparent) position in the TSLRIC docket. See Order, Case U-11831, p. 36 (Nov. 16, 1999). Moreover, the Commission has consistently required that the decisions it makes applicable to Ameritech Michigan's tariffs (particularly regarding UNEs and interconnection services) be applicable to interconnection agreements as well. See, e.g., Order, Case No. U-12540, p. 22 (Mar. 7, 2001) ("Therefore, the parties should include language in their interconnection agreement that is consistent with the Commission's findings and conclusions in this order.").

10. Equally important, Ameritech has not explained how it intends to develop the "contract" collocation pricing. What is clear is that Ameritech's proposal would bind AT&T to whatever rates that are ultimately proposed by Ameritech. ("[A]t such time as Ameritech has developed contractual pricing for collocation, the Agreement will be amended to reflect that pricing, and AT&T will no longer be charged the tariff-equivalent interim rates.") AT&T has specifically requested that Ameritech agree that any "contract" pricing Ameritech develops be "TELRIC" based and "no less favorable than Ameritech's Michigan tariff pricing". In sum, Ameritech's pricing proposal today does not comply with its obligations under 47 U.S.C. 271(c) (2) (B) (i).

11. Finally, AT&T also objects to Ameritech's position that it has the right to invoke its Non-Standard Collocation Request (NSCR) rules in connection with all items that AT&T orders under our contract that are not found in the Michigan tariff. While AT&T accepts that certain items such as Adjacent Off-site collocation are by their very nature "non-standard", AT&T maintains that other items that are in the contract do not fall into this category. For instance, unlike Ameritech, SBC in its SWBT Texas Collocation tariff specifically provides standard pricing for "Power delivery for Adjacent On-site Collocation." AT&T is concerned about Ameritech Michigan's attempt to lump as many items as possible under the NSCR category. I have attached (Exhibit DN-2) to this affidavit Ameritech's NSCR rules as printed from the SBC web site on June 29, 2001. As stated in section 2.0.4 of this document, Ameritech imposes an unspecified NSCR application fee and an NSCR quoting interval on top of the normal collocation application intervals and fees. Thus, with regard to an NSCR, Ameritech can take as long

as it wants and quote as much as it wants plus charge for developing the quote. The dangers inherent in this have been apparent in SBC's and Ameritech's past behavior. Where they have been unwillingly forced to provide an item because of an arbitration decision or PUC order, they have quoted long intervals and exorbitant prices to discourage CLECs from using collocation options available to them.

II. CUSTOMIZED ROUTING OF OS/DA TRAFFIC

12. Ameritech Michigan has failed to provide an efficient means by which CLECs can avail themselves of customized routing of OS/DA.³ Customized OS/DA routing provides CLECs the ability to obtain Operator Services and Directory Assistance services from suppliers other than the incumbent LEC, Ameritech Michigan in this case. Central office software, trunking arrangements, and a customer-specific ordering process are required for customized OS/DA routing.

13. Ameritech has taken the position that AT&T must segregate local OS/DA calls and long distance OS/DA calls on to separate trunks. Ameritech's position is operationally inefficient and unnecessarily complicated. It also flies in the face of the MPSC's arbitration order. The Commission agreed that AT&T should have the option of combining these calls. Ameritech has not (and cannot) identified any technical basis why both local and long distance OS/DA calls cannot be combined over the same trunk groups, and in fact SBC does not impose a separate trunking requirement in SWBT states such as Texas.

³ Affidavit of William Deere, ¶ 197.