B ✓
MP
RO
S

STATE OF MISSOURI
PUBLIC SERVICE COMMISSION

At a session of the Public Service Commission held at its office in Jefferson City on the 11th day of February, 1998.

In the Matter of the Interconnection Agreement of GTE Midwest Incorporated and Atlas Mobilfone, Inc.	)))	**Case No. TO-98-209**

ORDER APPROVING INTERCONNECTION AGREEMENT

On November 19, 1997, GTE Midwest Incorporated (GTE) and Atlas Mobilfone, Inc. (Atlas) filed a joint application for approval of an interconnection agreement (the Agreement) between GTE and Atlas pursuant to Section 252(e)(1) of the federal Telecommunications Act of 1996 (the Act). *See* 47 U.S.C. § 251, *et seq.* Atlas is an authorized provider of one-way paging and/or narrowband PCS services.

The Missouri Public Service Commission (Commission) issued an Order and Notice on November 24, which established a December 15 deadline for applications to participate without intervention and a January 18, 1998, deadline for comments. The Small Telephone Company Group (STCG)[1], Fidelity Telephone Company (Fidelity) and Bourbeuse Telephone Company (Bourbeuse) jointly filed an application to participate on December 15,

[1] The following companies comprise the Small Telephone Company Group: BPS Telephone Company, Cass County Telephone Company, Citizens Telephone Company of Higginsville, Missouri, Inc., Craw-Kan Telephone Cooperative, Inc., Ellington Telephone Company, Grand River Mutual Telephone Corporation, Green Hills Telephone Corporation, Holway Telephone Company, Iamo Telephone Company, Kingdom Telephone Company, KLM Telephone Company, Lathrop Telephone Company, Mark Twain Rural Telephone Company, McDonald County Telephone Company, Miller Telephone Company, New Florence Telephone Company, New London Telephone Company, Orchard Farm Telephone Company, Oregon Farmers Mutual Telephone Company, Steelville Telephone Exchange, Inc., and Stoutland Telephone Company.

1997. The Commission granted participation to the STCG, Fidelity and Bourbeuse on January 13, 1998. However, none of the participants filed comments or requested a hearing. On January 28, the Staff of the Commission filed a Memorandum recommending approval of the Agreement.

The requirement for a hearing is met when the opportunity for hearing has been provided and no proper party has requested the opportunity to present evidence. State ex rel. Rex Deffenderfer Enterprises, Inc. v. Public Service Commission, 776 S.W.2d 494, 496 (Mo. App. 1989). Since no one requested a hearing in this case, the Commission may grant the relief requested based on the verified application.

Discussion

The Commission, under the provisions of Section 252(e) of the Act, has authority to approve an interconnection agreement negotiated between an incumbent local exchange company (ILEC) and other telecommunications carriers. The Commission may reject an interconnection agreement only if the agreement is discriminatory to a nonparty or is inconsistent with the public interest, convenience, and necessity.

The term of the Agreement is one (1) year from its effective date; thereafter, the Agreement shall continue in effect for consecutive six-month terms until either party gives at least ninety days' written notice of termination. The agreement calls for resolution of disputes between GTE and Atlas through negotiation and arbitration.

The Agreement states that interconnection between GTE and Atlas will be accomplished through a special access arrangement terminating at the GTE access tandem or GTE end-office and will be subject to the rates, terms and conditions contained in GTE's applicable tariffs. Trunk connections shall be made at a DS-1, multiple DS-1 or DS-3 level and will include SONET where technically available. Further, the trunk connections shall be jointly engineered to an objective P.01 grade of service. GTE and Atlas have agreed to use diligent efforts to develop a Joint Interconnection Grooming Plan to ensure that the trunk groups are maintained at consistent P.01 or better grades of service. Signaling System 7 (SS7) Common Channel Signaling will be used to the extent available.

Under the Agreement, GTE will not deliver traffic destined to terminate to Atlas via another LEC's end office. Additionally, GTE will not deliver traffic destined to terminate to Atlas via an access tandem other than the access tandem which the originating GTE end-office subtends. However, GTE will deliver traffic destined to terminate to Atlas via another LEC's tandem where the parties have established compensation arrangements for such traffic. This Agreement is specifically limited to traffic of GTE end-user customers for which GTE has tariff authority to carry and traffic terminating to Atlas end-user customers to which Atlas provides paging or narrowband PCS service. The Agreement contains rates for the transport and termination of this traffic.

Atlas shall terminate local traffic originating on GTE's network utilizing either direct or indirect network interconnections. For the purposes of compensation between GTE and Atlas, local traffic means traffic that is originated by an end-user customer of GTE and terminates to an end-user customer of Atlas within the same Major Trading Area (MTA) and within the same LATA. GTE shall be compensated by Atlas for the exchange of local traffic at the rates specified in Appendix B of the Agreement. The transport and termination rate is $5.00 per trunk per month.

GTE will provide tandem switching (transiting) at GTE access tandems for traffic between Atlas and GTE end-offices subtending the GTE access tandem, as well as for traffic between Atlas and the non-GTE end-offices subtending GTE access tandems. By accepting traffic from a non-GTE end-office via a GTE tandem, Atlas assumes responsibility for compensation to GTE for all such tandem-switched traffic between Atlas and the non-GTE end-office. Atlas will compensate GTE for each minute of use Atlas receives that is tandem-switched at a rate of $0.003 per minute. The Agreement contains no provisions for resale.

Atlas may elect to associate a GTE end-office interconnection with telephone number groups from the same GTE end-office at which the interconnection is established. Blocks of 100 numbers will be provided by GTE to Atlas as available from the NXX codes of that GTE office.

For the purposes of compensation between the parties and the ability of GTE to appropriately apply its toll tariff to its end-user customers, the parties will use rate centers published in the Local Exchange Routing Guide (LERG) for all NPA-NXX codes. The parties will comply with code administration requirements as prescribed by the Federal Communications Commission (FCC), the Commission and accepted industry guidelines. Each party is responsible for programming and updating its own switches and network systems pursuant to the LERG guidelines to recognize and route traffic to the other party's assigned NXX codes at all times. Neither party may impose any fees or charges whatsoever on the other party for such activities.

In its Memorandum, Staff states it reviewed the submitted interconnection agreement between GTE and Atlas and believes the agreement meets the limited requirements of the Act. Specifically, the agreement does not appear to discriminate against telecommunications carriers not party to the agreement and does not appear to be against the public interest, convenience and necessity. Staff recommends approval of the interconnection agreement.

Under the provisions of Section 252(e)(1) of the federal Telecommunications Act of 1996, 47 U.S.C. § 252(e)(1), the Commission is required to review negotiated interconnection agreements. It may only reject a negotiated agreement upon a finding that its implementation would be discriminatory to a nonparty or inconsistent with the public interest, convenience and necessity under Section 252(e)(2)(A). Based upon its review of the interconnection agreement between GTE and Atlas and Staff's recommendation, the Commission concludes that the interconnection agreement filed on November 19 is neither discriminatory to nonparties nor inconsistent with the public interest and should be approved.

Consistent with previously approved interconnection agreements, the Commission also directs the parties to submit a copy of the Agreement to the Commission with the pages sequentially numbered in the lower right-hand corner.

Modification Procedure

This Commission's first duty is to review all resale and interconnection agreements, whether arrived at through negotiation or arbitration, as mandated by the Act. 47 U.S.C. § 252. In order for the Commission's role of review and approval to be effective, the Commission must also review and approve modifications to these agreements. The Commission has a further duty to make a copy of every resale and interconnection agreement available for public inspection. 47 U.S.C. § 252(h). This duty is in keeping with the Commission's practice under its own rules of requiring telecommunications companies to keep their rate schedules on file with the Commission. 4 CSR 240-30.010.

The parties to each resale or interconnection agreement must maintain a complete and current copy of the agreement, together with all modifications, in the Commission's offices. Any proposed modification must be submitted for Commission approval, whether the modification arises through negotiation, arbitration, or by means of alternative dispute resolution procedures.

The parties shall provide the Telecommunications Staff with a copy of the resale or interconnection agreement with the pages numbered consecutively in the lower right-hand corner. Modifications to an agreement must be submitted to the Staff for review. When approved the modified pages will be substituted in the agreement which should contain the number of the page being replaced in the lower right-hand corner. Staff will date-stamp the pages when they are inserted into the Agreement. The official record of the original agreement and all the modifications made will be maintained by the Telecommunications Staff in the Commission's tariff room.

The Commission does not intend to conduct a full proceeding each time the parties agree to a modification. Where a proposed modification is identical to a provision that has been approved by the Commission in another agreement, the modification will be approved once Staff has verified that the provision is an approved provision, and prepared a recommendation advising approval. Where a proposed modification is not contained in another approved agreement, Staff will review the modification and its effects and prepare a recommendation advising the Commission whether the modification should be approved. The Commission may approve the modification based on the Staff recommendation. If the Commission chooses not to approve the modification, the Commission will establish a case, give notice to interested parties and permit responses. The Commission may conduct a hearing if it is deemed necessary.

IT IS THEREFORE ORDERED:

1. That the interconnection agreement filed on November 19, 1997, between GTE Midwest Incorporated and Atlas Mobilfone, Inc., is approved.

2. That GTE Midwest Incorporated and Atlas Mobilfone, Inc., shall file a copy of the interconnection agreement with the Staff of the Missouri Public Service Commission with the pages numbered seriatim in the lower right-hand corner no later than March 26, 1998.

3. That any further changes or modifications to this agreement shall be filed with the Commission for approval pursuant to the procedure outlined in this order.

4. That this order shall become effective on February 24, 1998.

BY THE COMMISSION

Dale Hardy Roberts

Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge

(S E A L)

Lumpe, Ch., Crumpton, Drainer
and Murray, CC., concur.

Hennessey, Regulatory Law Judge

RECEIVED

FEB 13 1998

COMMISSION COUNSEL
PUBLIC SERVICE COMMISSION