



Commissioners
KELVIN L. SIMMONS
Chair
CONNIE MURRAY
SHEILA LUMPE
STEVE GAW
BRYAN FORBIS

Missouri Public Service Commission

POST OFFICE BOX 360
JEFFERSON CITY, MISSOURI 65102
573-751-3234
573-751-1847 (Fax Number)
<http://www.psc.state.mo.us>
February 4, 2002

ROBERT J. QUINN, JR.
Executive Director
WESS A. HENDERSON
Director, Utility Operations
ROBERT SCHALLENBERG
Director, Utility Services
DONNA M. PRENGER
Director, Administration
DALE HARDY ROBERTS
Secretary/Chief Regulatory Law Judge
DANA K. JOYCE
General Counsel

FILED³

FEB 04 2002

Missouri Public
Service Commission

Mr. Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge
Missouri Public Service Commission
P. O. Box 360
Jefferson City, MO 65102

RE: Case No. TO-2002-316-In the Matter of the Adoption of the Verizon California f/k/a GTE California Incorporated/Sprint Communications Company L.P. Interconnection Agreement by Sprint Communications Company L.P., Pursuant to Paragraph 32 of the BA/GTE Merger Conditions Released by the FCC in CC Docket No. 98-184 under PURA 95 and the Telecommunications Act of 1996.

Dear Mr. Roberts:

Enclosed for filing in the above-captioned case are an original and eight (8) conformed copies of a **STAFF MOTION AND RECOMMENDATION FOR APPROVAL OF INTERCONNECTION AGREEMENT**.

This filing has been mailed or hand-delivered this date to all counsel of record.

Thank you for your attention to this matter.

Sincerely yours,

David A. Meyer
Associate General Counsel
(573) 751- 8706
dmeyer@mail.state.mo.us

Enclosure
cc: Counsel of Record

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

FILED³

FEB 04 2002

In the Matter of the Adoption of the Verizon)
California f/k/a GTE California)
Incorporated / Sprint Communications)
Company L.P. Interconnection Agreement)
by Sprint Communications Company L.P.,)
Pursuant to Paragraph 32 of the BA/GTE)
Merger Conditions Released by the FCC in)
CC Docket No. 98-184 under PURA 95 and)
the Telecommunications Act of 1996)

Missouri Public
Service Commission

Case No. TO-2002-316

STAFF MOTION AND RECOMMENDATION
FOR APPROVAL OF INTERCONNECTION AGREEMENT

COMES NOW the Staff of the Missouri Public Service Commission (Staff) and for its motion and recommendation respectfully states:

1. In the attached Memorandum, labeled Appendix A, the Staff moves and recommends that the Missouri Public Service Commission grant approval of the Verizon California f/k/a GTE California Incorporated / Sprint Communications Company L.P. Interconnection Agreement ("Interconnection Agreement"), adopted by Sprint Communications Company L.P. ("Sprint") and filed by GTE Midwest Incorporated d/b/a Verizon Midwest under the provisions of the federal Telecommunications Act of 1996.

2. The terms of the Interconnection Agreement do not discriminate against telecommunications carriers not party to the Interconnection Agreement and are not against the public interest, convenience or necessity. Pursuant to 47 U.S.C. §252(e), the Commission is to approve a negotiated interconnection agreement unless the terms of the agreement discriminate against a telecommunications carrier not a party to the agreement, or implementation of the

agreement or any portion thereof is inconsistent with the public interest, convenience, or necessity.

3. Although the Interconnection Agreement has been submitted to the Commission under the terms of 47 U.S.C. §252(i), requesting the Commission to take notice of Sprint's adoption of the Interconnection Agreement, the Commission has never reviewed the underlying agreement for compliance with the terms of 47 U.S.C. §252(e). *See Attachment to Memorandum to Official Case File.* The Commission has previously determined that although initially the parties' initial pleadings frame the issues, thereafter, the issues may be narrowed or expanded by action of the Commission, on motion of the parties. *See In the Matter of the Joint Application of GTE Midwest Incorporated and Spectra Communications Group LLC*, Case No. TM-2000-182 (Report and Order, issued April 4, 2000). Accordingly, Staff both moves and recommends that the Commission approve the underlying Interconnection Agreement.

WHEREFORE, because the terms of the Interconnection Agreement satisfy the standard set forth in 47 U.S.C. §252(e), in that they do not discriminate against telecommunications carriers not a party to the Interconnection Agreement and are not against the public interest, convenience and necessity, the Staff moves and recommends the Commission grant approval of the Interconnection Agreement, and that the Commission direct Sprint Communications Company L.P. and GTE Midwest Incorporated d/b/a Verizon Midwest submit any future modifications or amendments to the Interconnection Agreement to the Commission for approval.

Respectfully submitted,

DANA K. JOYCE
General Counsel



David A. Meyer
Associate General Counsel
Missouri Bar No. 46620

Attorney for the Staff of the
Missouri Public Service Commission
P. O. Box 360
Jefferson City, MO 65102
(573) 751-8706 (Telephone)
(573) 751-9285 (Fax)
dmeyer@mail.state.mo.us

Certificate of Service

I hereby certify that copies of the foregoing have been mailed or hand-delivered to all counsel of record as shown on the attached service list this day of February, 2002.



MEMORANDUM

To: Missouri Public Service Commission Official Case File
Case No. **TO-2002-316**
Parties: GTE Midwest Incorporated d/b/a Verizon Midwest and Sprint
Communications Company L.P.

From: ^{TS} Tom Solt, Telecommunications Department

Bruce V. Giff 02-01-02
Utility Operations Division/Date

William K. Hase 2/1/02
General Counsel Office/Date

Subject: Staff Recommendation for Approval of Interconnection Agreement

Date: January 31, 2002

Date Filed: 1/9/02

Staff Deadline: 2/13/02

The Telecommunications Department Staff (Staff) recommends the Parties be granted approval of the submitted (may check more than one):

- ☒ Resale Agreement
- ☒ Facilities-based Interconnection Agreement
- ☐ Wireless Interconnection Agreement

The parties submitted the proposed Agreement to the Missouri Public Service Commission (Commission) pursuant to the terms of the Telecommunications Act of 1996 (Act). Staff has reviewed the proposed Agreement and believes it meets the limited requirements of the Act. Specifically, the Agreement: 1) does not discriminate against telecommunications carriers not party to the Agreement and 2) is not against the public interest, convenience or necessity. Staff recommends the Commission direct the Parties to submit any modifications or amendments to the Commission for approval.

- ☐ Staff does not have a serially numbered copy of the Agreement and recommends the Commission direct the Parties to submit a serially numbered copy of the Agreement.
- ☒ Staff has a serially numbered copy of the Agreement.

Is there an attachment to this recommendation indicating any recommendations or special considerations: ☒ Yes ☐ No

SL
02-01-02 13:58 RCYD

Appendix A

Interconnection Agreement Review Items

- ☒ No applications to intervene filed.
- ☐ Terms and rates in Agreement similar to those contained in approved Interconnection Agreement, i.e.,
- ☒ Agreement signed by both Parties.
- ☒ Both Parties have basic local certificates. If not, uncertificated party name:

On January 9, 2002, GTE Midwest Incorporated d/b/a Verizon Midwest (Verizon), a price cap regulated local exchange carrier, filed a Notice of Adoption of Interconnection Agreement (Adoption). The Adoption, between Verizon and Sprint Communications Company L.P., prays the Commission adopt an interconnection agreement previously approved by the California Public Utilities Commission in its Application Number 00-09-031, but not previously approved by this Commission. Verizon has submitted this interconnection agreement under Section 252(i) of the Telecommunications Act of 1996 (the Act). Verizon states in its application that it has filed this interconnection agreement as an adoption, pursuant to paragraph 32 of the terms of the merger conditions of the Bell Atlantic/GTE merger in the Federal Communications Commission's CC Docket No. 98-184. Paragraph 32 of that document reads as follows:

In-Region Pre-Merger Agreements. Subject to the Conditions specified in this Paragraph, Bell Atlantic/GTE shall make available: (1) in the Bell Atlantic Service Area to any requesting telecommunications carrier any interconnection arrangement, UNE, or provisions of an interconnection agreement (including an entire agreement) subject to 47 U.S.C. § 251(c) and Paragraph 39 of these Conditions that was voluntarily negotiated by a Bell Atlantic incumbent LEC with a telecommunications carrier, pursuant to 47 U.S.C. § 252(a)(1), prior to the Merger Closing Date and (2) in the GTE Service Area to any requesting telecommunications carrier any interconnection arrangement, UNE, or provisions of an interconnection agreement subject to 47 U.S.C. § 251(c) that was voluntarily negotiated by a GTE incumbent LEC with a telecommunications carrier, pursuant to 47 U.S.C. § 252(a)(1), prior to the Merger Closing Date, provided that no interconnection arrangement or UNE from an agreement negotiated prior the Merger Closing Date in the Bell Atlantic Area can be extended into the GTE Service Area and vice versa. Terms, conditions, and prices contained in tariffs cited in Bell Atlantic/GTE's interconnection agreements shall not be considered negotiated provisions. Exclusive of price and state-specific performance measures¹ and subject to the Conditions specified in this Paragraph, qualifying interconnection arrangements or UNEs shall be made available to the same extent and under the same rules that would apply to a request under 47 U.S.C. § 252(i), provided that the interconnection arrangements or UNEs shall not be available beyond the last date that they are available in the underlying agreement and that the requesting telecommunications carrier accepts all reasonably related² terms and conditions as determined in part by the nature of the corresponding compromises between the parties to the underlying interconnection agreement. The price(s) for such interconnection arrangement or UNE shall be established on a state-specific basis pursuant to 47 U.S.C. § 252 to the extent applicable. Provided, however, that pending the resolution of any negotiations, arbitrations, or cost proceedings regarding state-specific pricing, where a specific price or prices for the interconnection arrangement or UNE is not available in that state, Bell Atlantic/GTE shall offer to enter into an agreement

¹ The performance measures applicable to the state where the agreement will be performed will apply.

² See *Local Competition Order*, 11 FCC Rcd 15499 (1996), ¶¶ 1309-1323.

with the requesting telecommunications carrier whereby the requesting telecommunications carrier will pay, on an interim basis and subject to true-up, the same prices established for the interconnection arrangement or UNE in the negotiated agreement. This Paragraph shall not impose any obligation on Bell Atlantic/GTE to make available to a requesting telecommunications carrier any terms for interconnection arrangements or UNEs that incorporate a determination reached in an arbitration conducted in the relevant state under 47 U.S.C. § 252, or the results of negotiations with a state commission or telecommunications carrier outside of the negotiation procedures of 47 U.S.C. § 252(a)(1). Bell Atlantic/GTE shall not be obligated to provide pursuant to this Paragraph any interconnection arrangement or UNE unless it is feasible to provide given the technical, network and OSS attributes and limitations in, and is consistent with the laws and regulatory requirements of, the state for which the request is made and with applicable collective bargaining agreements. Disputes regarding the availability of an interconnection arrangement or UNE shall be resolved pursuant to negotiation between the parties or by the relevant state commission under 47 U.S.C. § 252 to the extent applicable.

Staff's understanding is that in the cases wherein the Commission has taken notice of the adoption of previously approved interconnection agreements, the Commission intends that the interconnection agreement has been previously approved by **this** Commission. Given that in the instant case, this Commission has not previously approved the interconnection agreement submitted, it would not be proper to recommend that the Commission take notice of the adoption. Staff did, however, review the instant interconnection agreement to determine whether it met the limited requirements of the Act, specifically, whether the agreement discriminates against telecommunications carriers not party to the agreement and whether it is against the public interest, convenience or necessity.

Furthermore, Staff is cognizant that the parties' pleading indicates that "state-specific pricing, state-specific performance measures, provisions that incorporate a determination reached in an arbitration conducted in the relevant state under 47 U.S.C. Section 252, provisions that incorporate the results of negotiations with a state commission or telecommunications carrier outside of the negotiation procedures of 47 U.S.C. Section 252(a)(1), and provisions from the Sprint/Verizon California agreement that are not required pursuant to Section 251(c) of the Telecommunications Act of 1996" are excluded from the merger conditions.

The Commission has previously approved an interconnection agreement from another state that was submitted to this Commission for approval in Missouri. This approval was granted for a Texas interconnection agreement in Case No. TO-2001-639, between Verizon and Metrocall, Inc, and the instant agreement complies with the limited requirements of the Act. Therefore, Staff recommends the Commission approve the instant interconnection agreement, as if it had been submitted under Section 251(e) of the Act.

Service List for
Case No. TO-2002-316
VERIFIED: January 4, 2002, (cgo)

Office of the Public Counsel
P.O. Box 7800
Jefferson City, MO 65102

Thomas R. Parker
Verizon
601 Monroe Street, Suite 304
Jefferson City, Mo 65101