

**STATE OF MISSOURI
PUBLIC SERVICE COMMISSION**

At a session of the Public Service
Commission held at its office in
Jefferson City on January 19,
2011.

Southwestern Bell Telephone Company d/b/a)	
AT&T Missouri's Petition for Compulsory Arbitration of)	
Unresolved Issues for an Interconnection Agreement with)	File No. IO-2011-0057
Global Crossing Local Services, Inc. and)	
Global Crossing Telemanagement, Inc.)	

Order Approving Conformed Agreement

Issue Date: January 19, 2011

Effective Date: January 19, 2011

The Commission is approving the telecommunications interconnection agreement ("agreement") as conformed to the Commission's *Decision*.

Procedure

On December 15, 2010, the Commission issued the *Decision*. The parties jointly asked to extend the time for filing the conformed agreement and their statements as to compliance, which the Commission granted by order dated December 16, 2010. On December 28, 2010, Southwestern Bell Telephone Company d/b/a AT&T Missouri ("ATT") filed the conformed agreement with *AT&T Missouri's Filing of the Fully Conformed Interconnection Agreement, and Statement of Compliance*. On December 28, 2010, Global Crossing Local Services, Inc. and Global Crossing Telemanagement, Inc., ("Global") filed *Global Crossing Statement*. The Commission received *Global Crossing Comments Concerning Agreement* on January 10, 2011. This order must include written findings.¹

¹ 4 CSR 240-36.050(5).

Findings of Fact

1. As to intercarrier compensation, the conformed agreement deviates from the *Decision* as follows.²

Decision

6.14.1. For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an End User physically located in one (1) local exchange and delivered for termination to an End User physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in AT&T-22STATE's local exchange tariffs on file with the applicable state commission). Consistent with Missouri law, interconnected voice over Internet protocol traffic that is not within one local exchange is subject to access charges as is any other switched traffic, regardless of

format. Notwithstanding anything to the contrary in this Agreement, all Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) and shall be subject to applicable intrastate and interstate switched access charges

. However, in states where applicable law provides, such compensation shall not exceed the compensation contained in the respective AT&T-22STATE tariff in whose exchange area the End User is located

Conformed Agreement

6.14.1. For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an End User physically located in one (1) local exchange and delivered for termination to an End User physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in AT&T-22STATE's local exchange tariffs on file with the applicable state commission). Consistent with Missouri law, interconnected voice over Internet protocol traffic that is not within one local exchange is subject to access charges as is any other switched traffic, regardless of

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format. Notwithstanding anything to the contrary in this Agreement, all Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) and shall be subject to applicable intrastate and interstate switched access charges

not to exceed AT&T's access tariff rates

. However, in states where applicable law provides, such compensation shall not exceed the compensation contained in the respective AT&T-22STATEtariff in whose exchange area the End User is located

² Bolding and underlining omitted.

provided, however, the following categories of Switched Access Traffic are not subject to the above stated requirement relating to routing over feature group access trunks[.]

provided, however, the following categories of Switched Access Traffic are not subject to the above stated requirement relating to routing over feature group access trunks[.]

2. As to dark fiber, the *Decision* and the conformed agreement compare as follows:

Decision

10.4.3. CLEC will not obtain any more than twenty-five (25%) percent of the spare UNE Dedicated Transport Dark Fiber contained in the requested segment during any two-year period.

10.7.2. Should CLEC not utilize the fiber strand(s) subscribed to within the twelve (12) month period following the date AT&T-21STATE provided the fiber(s), AT&T-21STATE may revoke CLEC's access to the UNE Dedicated Transport Dark Fiber and recover those fiber facilities and return them to AT&T-21STATE's inventory.

Conformed Agreement

10.4.3 CLEC will not obtain any more than twenty-five (25%) percent of the spare UNE Dedicated Transport Dark Fiber contained in the requested segment during any two-year period.

10.7.2. Should CLEC not utilize the fiber strand(s) subscribed to within the twelve (12) month period following the date AT&T-21STATE provided the fiber(s), AT&T-21STATE may revoke CLEC's access to the UNE Dedicated Transport Dark Fiber and recover those fiber facilities and return them to AT&T-21STATE's inventory.

3. As to routine network maintenance, the *Decision* and the conformed agreement compare as follows:

Decision

11.1.7. AT&T-22STATE shall provide RNM at the rates, terms and conditions set forth in this Attachment and in the Pricing Schedule or at rates to be determined on an individual case basis (ICB) or through the Special Construction (SC) process; provided, however, that AT&T-22STATE will impose charges for RNM only in instances where such charges are not included in any costs already recovered through existing, applicable recurring and non-recurring charges.

Conformed Agreement

11.1.7. AT&T-22STATE shall provide RNM at the rates, terms and conditions set forth in this Attachment and in the Pricing Schedule or at rates to be determined on an individual case basis (ICB) or through the Special Construction (SC) process; provided, however, that AT&T-22STATE will impose charges for RNM only in instances where such charges are not included in any costs already recovered through existing, applicable recurring and non-recurring charges.

Conclusions of Law

The issue for the Commission's determination is as follows:

(1) . . . The agreement shall conform in all respects to the Commission's order. . . .

* * *

(4) Standards for Review--Pursuant to subsection 252(e)(2)(B) of the Act, the commission may reject arbitrated agreements or portions thereof that do not meet the requirements of section 251 of the Act, the Federal Communications Commission's (FCC's) regulations prescribed under section 251 of the Act, or the pricing standards set forth in subsection 252(d) of the Act. Pursuant to subsection 252(e)(3) of the Act, the commission may also reject agreements or portions thereof that violate other requirements of the commission, including, but not limited to, quality of service standards.

The conformed agreement fails to meet none of those statutes, regulations and quality of service standards and the conformed agreement's deviations from the *Decision* are not substantive. The Commission has already addressed Global's arguments to the contrary in the *Decision*. Therefore, the Commission will approve the conformed agreement, including those parts arrived at through negotiations.

THE COMMISSION ORDERS THAT:

1. The conformed agreement, including those parts arrived at through negotiations, is approved.

2. This order shall become effective immediately upon issuance.

BY THE COMMISSION

(S E A L)

A handwritten signature in black ink, appearing to read 'S. Reed', is positioned above the printed name of the Secretary.

Steven C. Reed
Secretary

Clayton, Chm., Davis, Jarrett, Gunn,
and Kenney, CC., concur.

Jordan, Senior Regulatory Law Judge