

B✓
CB

STATE OF MISSOURI
PUBLIC SERVICE COMMISSION

At a Session of the Public Service
Commission held at its office
in Jefferson City on the 31st
day of December, 1997.

In the Matter of the Joint Application)	
of ALLTEL Missouri, Inc. and Ameritech)	
Mobile Communications, Inc. on Behalf of)	
Cybertel Cellular Telephone Company and)	<u>CASE NO. TO-98-151</u>
Cybertel RSA Cellular L.P. d/b/a Ameritech)	
Cellular Services for Approval of)	
Interconnection Agreement Under the)	
Telecommunications Act of 1996.)	

ORDER APPROVING INTERCONNECTION AGREEMENT

ALLTEL Missouri, Inc. (ALLTEL) and Ameritech Mobile Communications, Inc., on behalf of Cybertel Cellular Telephone Company and Cybertel RSA Cellular L.P. d/b/a Ameritech Cellular Services (Ameritech) filed an application with the Missouri Public Service Commission (Commission) on October 8, 1997, for approval of an interconnection agreement entitled "Landline/CMRS Transport and Termination Agreement" (the Agreement) between ALLTEL and Ameritech. The Agreement was filed pursuant to Section 252(e)(1) of the Telecommunications Act of 1996 (the Act). See 47 U.S.C. Section 251, *et seq.*

The Commission issued an order and notice on October 10 which established a deadline for applications to participate without intervention, and established a deadline for comments. No applications for participation without intervention were filed with the Commission. In addition, no comments or requests for hearing were filed. The Staff of the Commission (Staff) filed a memorandum containing its recommendations on December 9. 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 has asked permission to participate or requested a hearing in this case, the Commission may grant the relief requested based upon 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 initial term of the Agreement between ALLTEL and Ameritech is a six-month period from the effective date of the Agreement; thereafter, the Agreement shall continue in effect for consecutive 6-month terms until one of the parties gives a 30-day written notice of termination.

The Agreement contains terms and rates for the transport and termination of traffic exchanged between ALLTEL and Ameritech for Local Telecommunication Traffic, which is defined as traffic originating and terminating between a local exchange carrier's (LEC's) end user customer and a CMRS provider's end user customer that, at the beginning of the call, originates and terminates within the same Major Trading Area (MTA). The volume of traffic that is subject to this reciprocal compensation will be determined by multiplying the Percent Local Usage (PLU) factor by the total intraLATA traffic exchanged between the parties. Traffic which is not subject to reciprocal compensation under this Agreement, such as interMTA

traffic and interstate access "roaming traffic," shall continue to be charged at the access rates set forth in the applicable tariff or contract. ALLTEL, unless notified to the contrary, will pass transit traffic to and from Ameritech and third-party LEC end offices subtending ALLTEL's tandem without a transit fee. However, neither party shall be prohibited from establishing other financial arrangements for this transit traffic with the other LECs from and to whose network such traffic ultimately originates or terminates.

Physical collocation will be provided by ALLTEL only pursuant to separate negotiated agreement. The parties have agreed to a special access arrangement between an Ameritech Mobile Switching Center and an ALLTEL wire center as the type of interconnection to be used. The points of interconnection are set forth in Appendix A to the Agreement. The parties agree to provide Common Channel Signaling (CCS) to one another via Signaling System 7 (SS7) network interconnection in conjunction with all traffic exchange trunk groups, where and as available. All SS7 signaling parameters, such as Automatic Number Identification (ANI), Calling Party Number (CPN), Privacy Indicator, Carrier Information Parameter, calling party category information, originating line information, and charge number, will be provided in conjunction with traffic exchange trunk groups, where and as available. Where applicable, ALLTEL and Ameritech shall make reciprocally available by mutual agreement the required trunk groups to handle different traffic types. In no event shall either party route Switched Access Service Traffic over local transport and termination trunks.

Where interconnection is made at an ALLTEL tandem, Local Telecommunications Traffic for Ameritech customers will only be to end user customers served by end offices subtending that tandem. Where

interconnection is made at an ALLTEL end office, Ameritech Local Telecommunications Traffic will only be to end user customers of ALLTEL served by that end office. The parties agree that neither party shall deliver traffic destined to terminate at the other party's end office via another LEC's end office. In addition, neither party shall deliver traffic destined to terminate at an end office subtending the other party's access tandem via another LEC's access tandem. Either party may deliver traffic destined to terminate at the other party's end office via another LEC's tandem provided that the parties have established compensation arrangements specific to this arrangement.

Staff filed its recommendation on December 9. Staff states that it has reviewed the proposed interconnection agreement and believes that the Agreement meets the limited requirements of the Telecommunications Act of 1996. Specifically, Staff states that the Agreement does not appear to discriminate against telecommunications carriers not a party to the interconnection agreement and does not appear to be against the public interest. Staff recommends that the Commission approve the interconnection agreement. Staff also notes that the particular issues contested in Case No. TT-97-524 are not at issue in this agreement, since ALLTEL is not a primary toll carrier and does not transit traffic to terminate on third-party LECs' networks. However, Staff points out that the Agreement in this case is an example of the reciprocal compensation agreements between wireless carriers and LECs contemplated by the FCC's interconnection order, and discussed by Staff in its testimony in Case No. TT-97-524.

Findings of Fact

The Missouri Public Service Commission, having considered all of the competent and substantial evidence upon the whole record, makes the

following findings of fact.

The Commission has considered the joint application, the interconnection agreement, and Staff's recommendation. Based upon that review, the Commission finds that the interconnection agreement filed on October 8 meets the requirements of the Act in that it does not unduly discriminate against a nonparty carrier, and implementation of the Agreement is not inconsistent with the public interest, convenience and necessity.

The Commission notes that Appendix B to the Agreement is unsigned and contains unfilled blanks. It appears to be a form which can be used for amendments to the Agreement. The Commission finds that the form can be approved as part of the Agreement. However, the parties are reminded that any modifications or amendments to the Agreement must be submitted to the Commission for approval prior to becoming effective. Thus, the Commission finds that approval of the Agreement should be conditioned upon the parties submitting any modifications or amendments to the Commission for approval pursuant to the procedure set out below.

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.

Conclusions of Law

The Missouri Public Service Commission has arrived at the following conclusions of law.

The Commission, under the provisions of Section 252(e)(1) of the Federal Telecommunications Act of 1996, 47 U.S.C. § 252(e)(1), 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 ALLTEL and Ameritech, and its findings of fact, the Commission concludes that the interconnection agreement filed on October 8 is neither discriminatory nor inconsistent with the public interest, and should be approved.

IT IS THEREFORE ORDERED:

1. That the interconnection agreement between ALLTEL Missouri, Inc. and Ameritech Mobile Communications, Inc. on behalf of Cybertel Cellular Telephone Company and Cybertel RSA Cellular L.P. d/b/a Ameritech Cellular Services, filed on October 8, 1997, is approved.

2. That ALLTEL Missouri, Inc. and Ameritech Mobile Communications, Inc. on behalf of Cybertel Cellular Telephone Company and Cybertel RSA Cellular L.P. d/b/a Ameritech Cellular Services 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 January 16, 1998.

3. That any 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 January 6, 1998.

5. That this case shall be closed on January 19, 1998.

BY THE COMMISSION

A handwritten signature in black ink, reading "Dale Hardy Roberts". The signature is written in a cursive, slightly slanted style.

Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge

(S E A L)

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

Bensavage, Regulatory Law Judge