STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

ILLINOIS BELL TELEPHONE COMPANY (AT&T ILLINOIS)	**)**
and NTS SERVICES CORP.	**)**
	)
	) 07-0082
Joint Petition for Approval of Interconnection Agreement	**)**
dated January 10, 2007, pursuant to 47 U.S.C. § 252	**)**

VERIFIED STATEMENT OF A. OLUSANJO OMONIYI

My name is A. Olusanjo Omoniyi and I am employed by the Illinois Commerce Commission as a Policy Analyst in the Telecommunications Division. I graduated from Southern Illinois University at Carbondale with a Bachelor of Arts degree in Cinema & Photography and Bachelor of Science degree in Radio-Television in 1987. In 1990, I obtained a Master of Arts degree in Telecommunications and a Juris Doctor in 1994 also from Southern Illinois University at Carbondale. Among my duties as a Policy Analyst is to review negotiated agreements and provide a recommendation as to their approval.

SYNOPSIS OF THE AGREEMENT

The instant Agreement dated January 10, 2007 between ILLINOIS BELL TELEPHONE COMPANY ("AT&T ILLINOIS" or "Carrier") and NTS SERVICES CORP. ("NTS SERVICES CORP." or "Requesting Carrier") is the negotiated Agreement between the parties. In accordance with Section 252(i) of the Telecommunications Act of 1996 (the "Act"), NTS SERVICES CORP. adopted the terms of the Agreement between AT&T ILLINOIS and AERO COMMUNICATIONS, LLC dated September 14, 2005. The adopted Agreement expired January 1, 2007, but has been extended pursuant to an automatic renewal provision. This Agreement establishes various

financial and operational terms for a variety of business relationships between AT&T ILLINOIS' and NTS SERVICES CORP. Upon expiration of the initial term, the Agreement shall automatically be renewed for additional one (1) year periods ("renewal term") unless a Party delivers to the other Party written notice of termination of the Agreement at least one hundred and eighty (180) days prior to the expiration of the initial term or a renewal term.

The purpose of my verified statement is to examine the Agreement based on the standards enunciated in Section 252(e)(2) of the Telecommunications Act. Specifically, this Section states that:

> (2) Grounds for Rejection. -- The State commission may only reject
> (A) an agreement (or any portion thereof) adopted by negotiation under subsection (a) if it finds that --
> (i) the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or
> (ii) the implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity; or
> (B) an agreement (or any portion thereof) adopted by arbitration under subsection (b) if it finds that the agreement does not meet the requirements of section 251, including the regulations prescribed by the Commission pursuant to section 251, or the standards set forth in subsection (d) of this section.

Also, under authority granted to the Commission by Section 252(e)(3) of the Telecommunications Act, this Agreement has been reviewed for consistency with the requirements of the Illinois Public Utilities Act, 220 ILCS 5, and regulations, rules and orders adopted pursuant thereof.

I APPROVAL UNDER SECTION 252(e)

A. DISCRIMINATION

The first issue that must be addressed by the Commission in approving or rejecting a negotiated agreement under Section 252(e)(2)(A) is whether it discriminates

against a telecommunications carrier that is not a party to the agreement. Discrimination is generally defined as giving preferential treatment. In previous dockets, Staff has taken the position that, in order to determine if a negotiated agreement is discriminatory, the Commission should determine if all similarly situated carriers are allowed to purchase the service under the same terms and conditions as provided in the agreement. I recommend that the Commission use the same approach when evaluating this negotiated Agreement.

A carrier should be deemed to be similarly situated to NTS SERVICES CORP. for purposes of this Agreement if telecommunications traffic is exchanged between such carrier and AT&T ILLINOIS for termination on each other's networks and if such carrier imposes costs on AT&T ILLINOIS that are no higher than the costs imposed by NTS SERVICES CORP. If a similarly situated carrier is allowed to purchase the service(s) under the same terms and conditions as provided in this contract, then this contract should not be considered discriminatory. Evaluating the term discrimination in this manner is consistent with the economic theory of discrimination. Economic theory defines discrimination as the practice of charging different prices (or the same prices) for various units of a single product when the price differences (or same prices) are not justified by cost. See, Dolan, Edwin G. and David E. Lindsey, Microeconomics, 6th Edition, The Dryden Press, Orlando, FL (1991) at pg. 586. Since Section 252(i) of the 1996 Telecommunications Act allows similarly situated carriers to enter into essentially the same contract, this Agreement should not be deemed discriminatory.

B. PUBLIC INTEREST

The second issue that needs to be addressed by the Commission in approving or rejecting a negotiated agreement under Section 252(e)(2)(A) is whether it is contrary to the public interest, convenience, and necessity. I recommend that the Commission examine the agreement on the basis of economic efficiency, equity, past Commission orders, and state and federal law to determine if the agreement is consistent with the public interest.

Nothing in this Agreement leads me to the conclusion that the agreement is inequitable, inconsistent with past Commission Orders, or in violation of state or federal law. Therefore, I recommend that the Commission approve this Agreement.

II IMPLEMENTATION

In order to implement the AT&T ILLINOIS -NTS SERVICES CORP. Agreement, the Commission should require AT&T ILLINOIS to, within five (5) days from the date the Agreement is approved, modify its tariffs to reference the negotiated Agreement for each service affected. Such a requirement is consistent with the Commission's Orders in previous negotiated agreement dockets and allows interested parties access to the Agreement. The following sections of AT&T ILLINOIS' tariffs should reference the AT&T ILLINOIS -NTS SERVICES CORP. Agreement: Agreements with Telecommunications Carriers (ICC No. 16 Section 18).

Also, in order to assure that the implementation of the Agreement is in public interest, AT&T ILLINOIS should implement the Agreement by filing a verified statement with the Chief Clerk of the Commission, within five (5) days of approval by the Commission, that the approved Agreement is the same as the Agreement filed in this

docket with the verified petition; the Chief Clerk should place the Agreement on the Commission's web site under Interconnection Agreements. For the reasons enumerated above, I recommend that the Commission approve this Agreement pursuant to Section 252(e) of the 1996 Telecommunications Act.

VERIFICATION

STATE OF ILLINOIS)
) **SS**
COUNTY OF COOK)

I, A. Olusanjo Omoniyi, do on oath depose and state that if called as a witness herein, I would testify to the facts contained in the foregoing document based upon personal knowledge.

SIGNED AND SWORN TO BEFORE ME THIS 26th DAY OF FEBRUARY, 2007.

NOTARY PUBLIC

OFFICIAL SEAL
ESPERANZA DELOSSANTOS
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 04-21-07