

**OFFICIAL FILE**  
**ILLINOIS COMMERCE COMMISSION**

STATE OF ILLINOIS

ILLINOIS COMMERCE COMMISSION

**ORIGINAL**  
ILLINOIS  
COMMERCE COMMISSION

MAY 29 1 09 PM '01

Citizens Telecommunications Company )  
of Illinois and Aero Communications, LLC )  
Joint Petition for Approval of Agreement )  
To Modify and Assign Interconnection )  
Agreement, pursuant to 47 U.S.C. § 252. )

Docket No. 01-

CHIEF CLERK'S OFFICE  
0415

**JOINT PETITION FOR APPROVAL OF AGREEMENT TO MODIFY AND ASSIGN  
INTERCONNECTION AGREEMENT BETWEEN  
CITIZENS TELECOMMUNICATIONS COMPANY OF ILLINOIS  
AND AERO COMMUNICATIONS, LLC**

Citizens Telecommunications Company of Illinois ("Citizens") and Aero Communications, LLC ("Aero Communications"), through counsel, hereby request that the Illinois Commerce Commission (the "Commission") review and approve the attached Agreement to Modify and Assign Interconnection Agreement (the "Agreement"), pursuant to Sections 252(a)(1) and 252(e) of the Telecommunications Act of 1996, 47 U.S.C. § 252(a)(1) through 252(e) (the "Act"). Aero Communications and Verizon North, Inc. ("Verizon") were parties to an Interconnection Agreement covering Verizon's Illinois local telephone exchanges. Citizens has recently acquired several of those local telephone exchanges from Verizon, pursuant to Commission approval granted in Docket #00-0187 on August 9, 2000. As a result, Citizens will be supplanting Verizon in that Interconnection Agreement for those exchanges. The parties have determined that the modification and assignment of the Interconnection Agreement by Verizon to Citizens would be desirable. In support thereof, the parties state as follows:

1. The Agreement was arrived at through good faith negotiations between the parties as contemplated by § 252(a) of the Act and provides for Citizens to assume the rights and responsibilities of Verizon in the Interconnection Agreement in the exchanges acquired from Verizon.

2. Pursuant to § 252(e)(2) of the Act, the Commission may only reject a negotiated agreement if it finds that (1) the Agreement discriminates against another carrier, or (2) implementation of the Agreement would not be consistent with the public interest, convenience, and necessity. Neither basis for rejection is present here.

3. As set forth in the attached Verification of F. Wayne Lafferty, Citizens will make the Agreement available to any other telecommunications carrier operating within its territory. Other carriers are also free to negotiate their own terms and conditions pursuant to the applicable provisions of the Act. For this reason, the Agreement is not discriminatory.

4. In accordance with § 252(e)(4) of the Act, the Agreement will be deemed approved if the Commission does not act to approve or reject the Agreement within 90 days from the date of this submission.

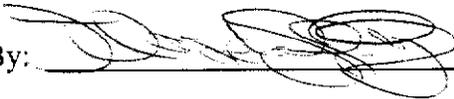
5. Copies of the Agreement are available for public inspection in Citizens' and Aero Communications' public offices.

WHEREFORE, Citizens Telecommunications Company of Illinois and Aero Communications respectfully request that the Commission approve the attached Agreement to Modify and Assign Interconnection Agreement under § 252(e) of the Act as expeditiously as possible.

Dated: April 24, 2001

Respectfully submitted,

**CITIZENS TELECOMMUNICATIONS COMPANY  
OF ILLINOIS**

By:  \_\_\_\_\_

F. Wayne Lafferty  
Vice President, Regulatory & Government Affairs  
Citizens Telecommunications Company of Illinois  
5600 Headquarters Drive  
P.O. Box 251209  
Plano, TX 75025-1209  
(469) 365-3447

John E. Rooney  
Sonnenschein, Nath & Rosenthal  
233 South Wacker Drive  
Chicago, Illinois 60606  
(312) 876-8925  
j7r@sonnenschein.com

**AERO COMMUNICATIONS, LLC**

By:  \_\_\_\_\_

Kristopher E. Twomy, Esq.  
Attorney for Aero Communications, LLC  
MBV Law LLP  
101 Vallejo Street  
San Francisco, CA 94111  
(415) 651-1422

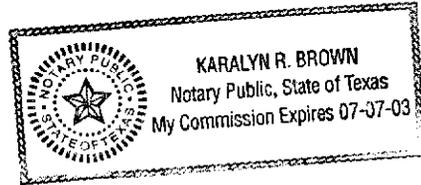
**VERIFICATION**

I, F. Wayne Lafferty, being first duly sworn on oath, depose and state that I am the Vice President, Regulatory & Government Affairs for Citizens Telecommunications Company of Illinois, that I have read the foregoing Petition and that I know the contents thereof, and that the same is true and correct to the best of my knowledge, information, and belief.

  
\_\_\_\_\_  
[Name]

Subscribed and sworn to before me  
this 22 day of March, 2001.

Karalyn Brown  
Notary Public



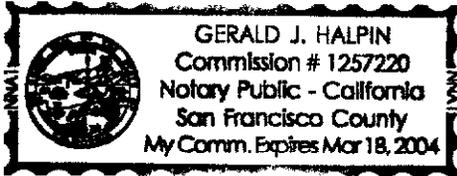
**VERIFICATION**

I, Kristopher Twomey [name], being first duly sworn on oath, depose and state that I am the attorney [title] for Aero Communications [company], that I have read the foregoing Petition and that I know the contents thereof, and that the same is true and correct to the best of my knowledge, information, and belief.

Kristopher Twomey  
[Name]

Subscribed and sworn to before me  
this 3<sup>rd</sup> day of April, 2001.

Gerald J. Halpin  
Notary Public





Aero Communications. As Citizens is succeeding Verizon in the acquired exchanges, the parties determined that it would be desirable for Verizon to assign its rights and responsibilities under the Interconnection Agreement to Citizens for the acquired exchanges. In recognition of operational differences between Verizon and Citizens, certain modifications were made to the Interconnection Agreement, with Aero Communications' concurrence. These modifications are summarized as follows:

a) Citizens will not be obligated to provide Aero Communications with electronic gateway access to Citizens' operational support systems at closing. Citizens will provide an electronic interface to allow Aero Communications to place Local Service Requests ("LSRs") to Citizens over the internet. Citizens will provide the ability for Aero Communications to directly place LSRs to Citizens' systems such that the orders "flow through" and re-keying by Citizens is not required twelve months after closing.

b) Citizens will not be obligated to provide Aero Communications with operator services or directory assistance on a wholesale basis. Citizens does not have a Directory Assistance Listing Database and will not provide Directory Listing information via magnetic tapes or National Data Mover ("NDM") to Aero Communications.

c) Citizens will not be obligated to provide Aero Communications with SS7 Services on a wholesale basis.

d) Citizens will not be obligated to provide Aero Communications with Advanced Intelligent Network ("AIN") services on a wholesale basis.

e) Citizens will not be obligated to provide Aero Communications with the business processes and procedures that are specified in the "Verizon Guide" as referenced in the Interconnection Agreement. Instead, Citizens has its own business processes and procedures. References to the "Verizon Guide" in the Interconnection Agreement will be deleted and replaced by "Citizens Local Interconnection Guide".

f) Citizens will not be obligated to use the specific Verizon operation support systems referenced in the Interconnection Agreement. Instead, Citizens will use its own operation support systems.

Under § 252(e)(1) and (2) of the Act, the Commission may reject the Agreement only if the Agreement or a portion thereof "... discriminates against a telecommunications carrier not a party to the agreement" or "... implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity." Because the Agreement is the product of voluntary negotiations, it does not have to comply with the standards set forth in § 252(d).

The Agreement is not discriminatory. Citizens will make this Agreement available to any other telecommunications carrier who requests it and is operating within Citizens' service territory. Other telecommunications carriers can negotiate their own arrangements pursuant to the applicable provisions of the Act.

The Agreement is the product of good faith, arms-length negotiations between competitors. Overall, the Agreement is acceptable to both parties and it shows that two competitors, negotiating in good faith under the terms of the Act, can arrive at a mutually beneficial business arrangement that overall meets their individual business interests and furthers the cause of competition in the local exchange market. This is precisely the process Congress envisioned in crafting the Act. See S. Rep. No. 23, 104<sup>th</sup> Cong., 1<sup>st</sup> Sess. at p. 19. ("The Committee intends to encourage private negotiation of interconnection agreement.") (The Conference Committee on the Telecommunications Act of 1996 receded to the Senate on § 252(a) and (b), see Joint Explanatory Statement of the Committee of Conference at p. 125.)

The Agreement meets all the requirements of the Act and the Commission should approve it.

  
Name

Subscribed and sworn to before me  
this 22 day of March, 2001.

Karalyn Brown  
Notary Public

