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

CHIEF CLERK'S OFFICE
Docket No. 01-

0421

**JOINT PETITION FOR APPROVAL OF AGREEMENT TO MODIFY AND ASSIGN
INTERCONNECTION AGREEMENT BETWEEN
CITIZENS TELECOMMUNICATIONS COMPANY OF ILLINOIS
AND NPCR, INC.**

Citizens Telecommunications Company of Illinois ("Citizens") and NPCR, Inc. ("NPCR"), 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"). NPCR 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.

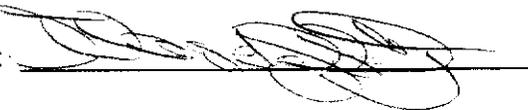
5. Copies of the Agreement are available for public inspection in Citizens' and NPCR's public offices.

WHEREFORE, Citizens Telecommunications Company of Illinois and NPCR 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: March 30, 2001

Respectfully submitted,

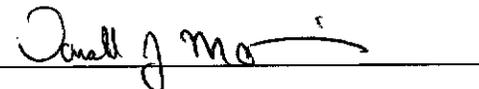
**CITIZENS TELECOMMUNICATIONS COMPANY
OF ILLINOIS**

By: 

F. Wayne Lafferty
Vice President, Regulatory & Government Affairs
Citizens Telecommunications Company of Illinois
5600 Headquarters Drive
P.O. Box 251209
Plano, Texas 75029
(469) 365-3447

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

NPCR, INC.

By: 

Donald Manning
Vice President
NPCR, Inc.
4500 Carillon Point
Kirkland, WA 98033
(425) 576-3600

VERIFICATION

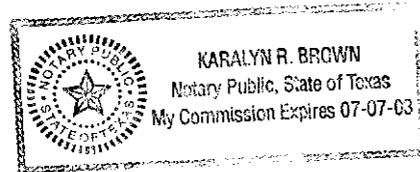
I, F. Wayne Lafferty, being first duly sworn on oath, depose and state that I am the Vice President, Regulatory & Government Affairs for Citizens Telecommunications Company of Illinois, that I have read the foregoing Petition and that I know the contents thereof, and that the same is true and correct 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, Donald J. Manning [name], being first duly sworn on oath, depose and state that I am the Vice President [title] for NPCR, Inc. [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.

Donald J. Manning
[Name]

Subscribed and sworn to before me
this 24th day of May, 2001.

Deepa L. Seneviratne
Notary Public



STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

Citizens Telecommunications Company)
of Illinois and NPCR, Inc.)
) Docket No. 01-
Joint Petition for Approval of Agreement)
To Modify and Assign Interconnection)
Agreement, pursuant to 47 U.S.C. § 252.)

STATEMENT IN SUPPORT OF JOINT PETITION
FOR APPROVAL OF AGREEMENT TO MODIFY AND ASSIGN
INTERCONNECTION AGREEMENT

I, F. Wayne Lafferty, am the Vice President, Regulatory and Government Affairs for Citizens Telecommunications Company of Illinois ("Citizens"), and submit this Statement in Support of the Joint Petition for Approval of an Agreement to Modify and Assign Interconnection Agreement between Citizens and NPCR, Inc. ("NPCR").

The attached Agreement to Modify and Assign Interconnection Agreement (the "Agreement") between Citizens and NPCR was reached through voluntary negotiations between the parties. Accordingly, Citizens and NPCR request the approval of the Agreement by the Illinois Commerce Commission (the "Commission") pursuant to § 252(a)(1) and 252(e) of the Telecommunications Act of 1996 (the "Act").

Pursuant to Commission approval given in Docket #00-0187 on August 9, 2000, Citizens acquired several Illinois local telephone exchanges from Verizon on November 30, 2000. Citizens is the successor to Verizon in those exchanges, assuming Verizon's rights and responsibilities as incumbent local exchange carrier. Among those responsibilities is the duty to provide for interconnection. Verizon and NPCR were parties to an Interconnection Agreement, in accordance with which Verizon provided local interconnection to NPCR. 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 NPCR's concurrence. These modifications are summarized as follows:

a) Citizens will not be obligated to provide NPCR with electronic gateway access to Citizens' operational support systems at closing. Citizens will provide an electronic interface to allow NPCR to place Local Service Requests ("LSRs") to Citizens over the internet. Citizens will provide the ability for NPCR 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 NPCR 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 NPCR.

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

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

e) Citizens will not be obligated to provide NPCR 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, 104th Cong., 1st 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.

Karalya Brown
Notary Public

