

ISSUE DATE: September 29, 1997

DOCKET NO. P-421/EM-97-371

ORDER RESOLVING ISSUES AFTER RECONSIDERATION, EXAMINING  
INTERCONNECTION AGREEMENT, AND REQUIRING COMPLIANCE FILING



BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION

Edward A. Garvey  
Joel Jacobs  
Marshall Johnson  
Gregory Scott  
Don Storm

Chair  
Commissioner  
Commissioner  
Commissioner  
Commissioner

In the Matter of the Petition of AT&T Wireless Services, Inc. for Arbitration of an Interconnection Agreement with U S WEST Communications, Inc., Pursuant to 47 U.S.C. § 252(b)

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**PROCEDURAL HISTORY**

On October 3, 1996 AT&T Wireless Services, Inc. (AWS) served U S WEST Communications, Inc. (U S WEST) with a request to negotiate terms and conditions of interconnection, access to unbundled network elements, and related issues under the Federal Telecommunications Act of 1996 (the Act).<sup>1</sup> The parties failed to reach agreement on many issues, and on March 7, 1997 AWS petitioned the Commission under 47 U.S.C. § 252(b) for arbitration of all unresolved issues. The Commission referred the matter to the Office of Administrative Hearings for evidentiary development.

On July 30, 1997 the Commission issued its ORDER RESOLVING ARBITRATION ISSUES. Besides resolving the issues submitted for arbitration, the Order varied the Commission's procedural rules to reduce the time for seeking reconsideration from 20 days to 10, directed U S WEST and AWS to submit a final contract, containing all arbitrated and negotiated terms, within 30 days, and stated the Commission would coordinate its review of the contract with its consideration of any petitions for reconsideration.

On August 11, 1997 AWS filed its Petition for Reconsideration and Amendment of Order Resolving Arbitration Issues. On August 21, 1997 U S WEST filed its reply.

On August 29, 1997 AWS and U S WEST filed their proposed final contract, submitting alternative language where they could not agree on language effectuating the arbitration decision. On September 8, 1997 they filed supplementary briefs on one such issue, special construction charges.

On September 18, 1997 the petition for reconsideration and the proposed contract came before the Commission.

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<sup>1</sup>Pub. L. No. 104-104, 110 Stat. 56, codified in scattered sections of Title 47, United States Code.

## **FINDINGS AND CONCLUSIONS**

The Commission will first address the petition for reconsideration and then examine the contract submitted by AWS and U S WEST.

### **I. The Petition for Reconsideration**

AWS sought reconsideration on four issues: (1) the Commission's rejection of the "bill and keep" compensation mechanism advocated by AWS; (2) appropriate compensation for traffic terminated at AWS's mobile switching center; (3) an alleged error in interim pricing calculations; (4) rates in effect between the date that the parties' reciprocal compensation obligation first arose and the effective date of their interconnection agreement. Each issue will be addressed in turn.

#### **A. Reciprocal Compensation -- Bill and Keep**

##### **1. Legal and Factual Background**

Under the Act carriers must compensate one another on just and reasonable terms for the cost of transporting and terminating calls that originate on other carriers' networks. Terms are not just and reasonable unless they provide for "mutual and reciprocal recovery" and are determined "on the basis of a reasonable approximation of the additional costs of terminating such calls." 47 U.S.C. § 252(d)(2)(A).

The Act specifically permits "bill and keep" arrangements, under which carriers assume their compensation obligations offset each other and do not charge each other for transport and termination. AWS argued for the adoption of bill and keep compensation in this case. Although AWS conceded that traffic ratios could favor U S WEST by as much as 4:1, the company argued that its costs were so much higher than U S WEST's that bill and keep would still result in fair and equitable cost-based compensation.

The ORDER RESOLVING ARBITRATION ISSUES rejected bill and keep in favor of per-call compensation, finding the cost evidence in the record did not demonstrate that bill and keep would yield the statutorily required "reasonable approximation of the additional costs of terminating such calls." 47 U.S.C. § 252(d)(2)(A)(ii).

##### **2. Commission Action**

The Commission will deny the request for reconsideration. Imposing bill and keep compensation when traffic is out of balance at a ratio of 4:1 would require reliable evidence demonstrating costs would still be in balance. The Commission agrees with the Department of Public Service that the cost evidence submitted by AWS did not reach the necessary level of precision and was not accompanied by adequate documentation.

The Commission will therefore require these two carriers to compensate each other for transport and termination based on actual traffic volumes, not bill and keep, except, as the filed contract provides, during months when traffic is within 5% of balance.

## **B. Reciprocal Compensation -- Pricing for AWS's Mobile Switching Center**

### **1. Legal and Factual Background**

Given the rejection of bill and keep as a reciprocal compensation mechanism, the Commission had to determine per-call compensation rates. As noted above, the Act requires carriers to compensate one another on just and reasonable terms for the cost of transporting and terminating calls that originate on the other carrier's network. Terms are not just and reasonable unless they provide for "mutual and reciprocal recovery" and are determined "on the basis of a reasonable approximation of the additional costs of terminating such calls." 47 U.S.C. § 252(d)(2)(A).

The Federal Communications Commission (FCC) promulgated detailed regulations and commentary on reciprocal compensation, most of which were subsequently vacated by the Eighth Circuit Court of Appeals as beyond the agency's jurisdiction. Because federal authority over wireless providers is much broader than over landline providers, however, the Court upheld the following rules as applied to wireless providers only: 47 CFR 51.701, 51.703, 51.709(b), 51.711(a)(1), 51.715(d), and 51.717.<sup>2</sup>

The most relevant of these rules is 51.711(a)(1), which requires that the transport and termination rates of incumbent carriers and wireless providers be "symmetrical." The rule defines symmetrical rates as rates "equal to those that the incumbent LEC assesses upon the other carrier for the same services." 47 CFR 51.711(a)(1).

Since U S WEST assesses AWS two transport and termination rates -- one for end office switches and one for tandem switches -- the issue was whether calls terminating at AWS's mobile switching center should be compensated at the higher tandem switching rates or the lower end office switching rates.

The ORDER RESOLVING ARBITRATION ISSUES found that the mobile switching center performed both tandem and end office switching functions and required that compensation be calculated on a per-call basis, depending upon which functions were performed for each call. The Order directed the parties to work out the details for tracking which calls involved which functions.

The parties did not develop a method for distinguishing between calls using tandem functions and calls using end office functions. Instead, they negotiated a compromise compensation rate, between the tandem and end office rates, for all calls terminating on the AWS network. AWS, however, retained its right to seek reconsideration on the issue and did so.

### **2. Commission Action**

Having reexamined the record and having heard the arguments of the parties, the Commission is persuaded on reconsideration that the compensation rate for AWS-terminated traffic should be the tandem switching rate. That rate enjoys more record support and is consistent with previous Commission decisions on switching rates for similar switches operated by other competitive local exchange carriers. The Commission will therefore accept the recommendation of the Administrative Law Judge and set the compensation rate at U S WEST's tandem switching rate. The record demonstrates that the capabilities and functions of AWS's mobile switching center equal or exceed not only those of U S WEST's end offices, but those of its tandems. Its

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<sup>2</sup>*Iowa Utilities Board v. Federal Communications Commission*, 1997 U.S.App. Lexis 18183 (July 18, 1997).

geographic range exceeds that of the tandems. AWS Ex. 2, pp. 7-8; V. 1/33-34. It routes, transfers, and transports calls, as tandem switches do. AWS Ex. 6, pp. 38-41; AWS Ex. 4, pp. 2-11. The record does not disclose any function of a tandem that the mobile switching center cannot or does not perform.

Furthermore, in previous arbitration decisions, the Commission has treated switches with these functions and capabilities as tandems for reciprocal compensation purposes. In the Matter of the Consolidated Petitions of AT&T Communications of the Midwest, Inc., MCImetro Access Transmission Services, Inc., and MFS Communications Company for Arbitration with U S WEST Communications, Inc. Pursuant to Section 252 (b) of the Federal Telecommunications Act of 1996, Docket No. P-442, 421/M-96-855; P-5321, 421/M-96-909; P-3167, 421/M-96-729, ORDER RESOLVING ARBITRATION ISSUES AND INITIATING A U S WEST COST PROCEEDING (December 2, 1996).

Of course, the touchstone for setting reciprocal compensation rates is cost<sup>3</sup>, and the parties' arguments focus on function and capability because cost figures for AWS's switch have not been proved up. Function and capability, however, are reasonable, if imprecise, cost indicators. Given the need to focus on what the switch *does* to approximate its cost, the best evidence available clearly places it in the same category as U S WEST's tandem switches, not its end office switches.

For the reasons set forth above, in the consolidated arbitration Order, and in the Administrative Law Judge's Report, the Commission will set compensation rates for traffic terminated on the AWS switch at U S WEST's tandem switching rates.

### **C. Interim Pricing Error**

AWS asked the Commission to correct an error in the calculation of the tandem switching, transport, and end office termination prices set in the ORDER RESOLVING ARBITRATION ISSUES. The company explained that a depreciation reserve deficiency had been inadvertently included in prices instead of costs, and that the error was traceable in part to an error in interpreting an AWS exhibit. U S WEST concurred with the AWS request.

The parties are correct; the prices were miscalculated and will be corrected as set forth below:

End Office Termination	\$.003294 per MOU
Tandem & Transport	\$.002414 per MOU
Termination, Tandem, & Transport	\$.005708 per MOU
Transit	\$.003294 per MOU

### **D. Rates Prior to Effective Date of Interconnection Agreement**

#### **1. Legal and Factual Background**

AWS and U S WEST signed an interconnection agreement in March 1994 which set transport, switching, and termination rates higher than those set in this proceeding. In December 1996 and February 1997 they signed supplementary agreements, whose meaning, purpose, and effect are now in dispute.

AWS claimed those agreements changed the 1994 agreement and entitle it to a refund of the

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<sup>3</sup>47 U.S.C. § 252(d)(2).

difference between pre- and post- arbitration rates as of October 3, 1996, the day AWS sought interconnection with U S WEST under the Act. U S WEST claimed those agreements require the rates in the 1994 contract to remain in effect until the Commission-approved interconnection agreement goes into effect.

The ORDER RESOLVING ARBITRATION ISSUES found that the meaning and effect of the supplementary agreements was not an issue for arbitration, but a contract issue more appropriately resolved in another forum. In that context, the Order noted, “[n]o true-up is warranted.” Order at 18.

AWS seeks reconsideration, asking first that the Commission reverse its decision and order a refund of the difference between contract rates and arbitrated rates from October 3, 1996 forward. In the alternative, AWS asks for the removal of the “no true-up” language from the ORDER RESOLVING ARBITRATION ISSUES, fearing it might prejudice its case in another forum.

U S WEST opposed reconsideration.

## **2. Commission Action**

The Commission continues to believe these issues are contract interpretation issues that should be resolved in another forum. The Commission agrees with AWS, however, that the “no true-up” language, intended only to state that no true-up should be ordered in this case, could be confusing if the parties take this issue to another forum. The Commission will therefore delete the “no true-up” language from the ORDER RESOLVING ARBITRATION ISSUES.

## **II. The Contract Filed by the Parties**

On August 29, 1997 AWS and U S WEST filed a final interconnection agreement, signed by both parties, containing both arbitrated and negotiated terms. The companies had reached agreement on all terms except those governing special construction for interconnection facilities; they submitted alternative contract language and briefs on that issue.<sup>4</sup> They also filed an Issue Summary, matching contract provisions to ORDER sections and identifying contract provisions where the parties, by agreement, had reached a different result than the Commission in its ORDER.

### **A. The Legal Standard and its Application in This Case**

The Act requires all interconnection agreements, whether adopted by arbitration or negotiation, to be filed for state commission review. State commissions are to approve or reject them, making written findings as to any deficiencies. 47 U.S.C. § 252(e)(1). The standard of review differs according to whether the agreement was adopted by arbitration or negotiation.

Arbitrated agreements may be rejected for the following reasons: (1) they do not meet the requirements of 47 U.S.C. § 251, including FCC regulations promulgated thereunder; (2) they do not meet the pricing standards of 47 U.S.C. § 252(d); (3) they conflict with any valid state law,

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<sup>4</sup>Some terms were contingent upon Commission action on reconsideration. The compromise transport and termination rate, for example, was contingent upon the Commission’s rejection of bill and keep and its rejection of AWS’s petition for reconsideration of the transport and termination rates set in the ORDER RESOLVING ARBITRATION ISSUES.

including any applicable intrastate service quality standards or requirements. 47 U.S.C. § 252(e)(2) and (3).

Negotiated agreements may be rejected for the following reasons: (1) they discriminate against a telecommunications carrier who is not a party to the agreement; (2) implementing them would be inconsistent with the public interest, convenience, and necessity; (3) they conflict with any valid state law, including any applicable intrastate service quality standards or requirements. 47 U.S.C. § 252(e)(2) and (3).

## **B. Summary of Commission Action**

The Commission has reviewed every term and condition of the interconnection agreement filed by the parties. After careful analysis, the Commission finds that the agreement is generally consistent with the federal Act, Minnesota law, and the public interest. The terms of the agreement are essentially equitable and commercially reasonable.

In a few instances, set forth below, the terms of the contract are inconsistent with the Act, Minnesota law, or the public interest. These provisions are rejected and reworked to conform with the terms of this Order. Similarly, provisions conflicting with the decisions made on reconsideration earlier in this Order are rejected and revised to conform with this Order. All other terms, including those on paging and service quality<sup>5</sup>, which vary from the Commission's arbitration decision, are approved.

Provisions requiring revision are set forth below.

## **C. Construction Required for Interconnection**

### **1. Legal and Factual Background**

Under the Act, incumbent carriers must provide interconnection to competing carriers "at any technically feasible point within the [incumbent] carrier's network." 47 U.S.C. § 251(c)(2). The companies were unable to agree on whether U S WEST must build the facilities necessary for AWS to connect at technically feasible points of its choosing or whether AWS must build to meet U S WEST's network. There was no dispute as to financial responsibility; both parties agreed AWS should bear all expenses. U S WEST claimed that the Eighth Circuit's vacation of the FCC's "superior quality" rules in

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<sup>5</sup>To permit the separate negotiations on service quality that the parties have agreed to, the Commission will vary Minn. Rules 7812.0700, which requires interconnection agreements to deal with service quality. Since the parties' negotiations will occur in a Commission docket on service quality, Docket No. P-442, 5321, 421/CI-97-381, the public interest will be adequately protected. Since the negotiations are already underway, and since they already involve both parties (AWS through its affiliate, AT&T landline), adding the issues in this docket is an efficient way to proceed. The Commission will therefore grant a variance under Minn. Rules 7829.3200, finding that enforcing the rule would impose an excessive burden on the two companies and that granting the variance will not adversely affect the public interest or conflict with any applicable legal standard.

*Iowa Utilities Board*<sup>6</sup> supported its position. In that case the Court found that the FCC had misread the statute in requiring incumbents to honor requests for higher quality interconnection or higher quality network elements than the incumbent provides to itself, its affiliates, or any other party to which it provides interconnection. The Court found that the statutory phrase “at least equal in quality” established a floor below which quality could not fall, not a right to superior quality on demand.

AWS contended that superior quality was not the issue -- interconnection was -- and that U S WEST had a clear duty to provide interconnection at any technically feasible point. If that involved some construction, U S WEST was obliged to complete that construction, at AWS’s expense.

## **2. Commission Action**

The Commission agrees with AWS and will require that the final contract contain its proposed language.

U S WEST gives too expansive a reading to the Eighth Circuit’s rejection of the superior quality rules and too constricted a reading to the interconnection requirements of the Act. The issue here is not whether AWS can demand superior interconnection -- it can’t -- but whether it can require U S WEST to modify its network to permit interconnection at existing quality levels. The Commission finds that it clearly can.

Interconnection rights presuppose a duty on the part of incumbents to modify their networks to accept interconnection. As the Eighth Circuit noted in the *Iowa Utilities Board* opinion:

Although we strike down the Commission’s rules requiring incumbent LECs to alter substantially their networks in order to provide superior quality interconnection and unbundled access, we endorse the Commission’s statement that “the obligations imposed by sections 251(c)(2) and 251(c)(3) include modifications to incumbent LEC facilities to the extent necessary to accommodate interconnection or access to network elements.” First Report and Order, ¶ 198. The petitioners themselves appear to acknowledge that the Act requires some modification of their facilities. (See Reply Br. Of Regional Bell Companies and GTE at 40.)

*Iowa Utilities Board*, at n. 33.

Any other rule would inhibit the competition the Act is designed to nurture in the local telecommunications market.

## **D. Continuing Commission Review and Enforcement**

The Commission has an ongoing duty to oversee the implementation of this contract, to enforce its

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<sup>6</sup>*Iowa Utilities Board v. Federal Communications Commission*, 1997 U.S.App. Lexis 18183 (July 18, 1997).

provisions, and to require its conformity with any future changes in FCC or Minnesota rules.<sup>7</sup> In the *Iowa Utilities Board* case the Eighth Circuit Court of Appeals ended earlier uncertainty about the parameters of state and federal authority over interconnection agreements. There the Court rejected the FCC's claims that it could review state commission rulings on interconnection agreements and that it could enforce those agreements, explaining that that authority lay with the state commissions:

The language and design of the Act indicate that the FCC's authority under section 208 does not enable the Commission to review state commission determinations or to enforce the terms of interconnection agreements under the Act. . . .

We also believe that state commissions retain the primary authority to enforce the substantive terms of the agreements made pursuant to sections 251 and 252. Subsection 252 (e) (1) of the Act explicitly requires all agreements under the Act to be submitted for state commission approval. 47 U.S.C.A. 252 (e)(1) (West Sup. 1997). We believe that the state commission's plenary authority to accept or reject these agreements necessarily carries with it the authority to enforce the provisions of agreements that the state commissions have approved. Moreover, the state commissions' enforcement power extends to ensuring that parties comply with the regulations that the FCC is specifically authorized to issue under the Act, because the Act empowers state commissions to reject arbitrated agreements on the basis that they violate the FCC's regulations. See *id.* At 252 (e) (2) (B). Again, we believe that the power to approve or reject these agreements based on the FCC's requirements includes the power to enforce those agreements.

These enforcement duties compel the revision of several contract provisions in which the parties agree to procedures to change the terms of the contract, interpret the terms of the contract, or change the identity of the contracting parties without Commission approval. The Commission will revise the provisions on amendment, assignment, third party beneficiaries, and arbitration, as set forth below.

### **1. Contract Amendments**

Section 14 of the contract permits the parties to amend it by mutual agreement. The Commission cannot perform its duty to protect the integrity of the network, ensure high quality service, and promote a free and open telecommunications market if interconnection agreements can be amended without Commission approval. The provision is therefore inconsistent with the public interest, convenience, and necessity and must be revised.

The Commission will require the addition of the following language: "Any amendment to this agreement shall be approved by the Minnesota Public Utilities Commission."

### **2. Assignments**

Section 29 permits either party to assign its rights and duties under the contract with the consent of the other party. As with contract amendments, the Commission cannot protect the integrity of the network, ensure high quality service, and promote a free and open telecommunications market if it cannot examine the fitness of prospective assignees. The provision is therefore inconsistent with the public interest, convenience, and necessity and must be revised.

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<sup>7</sup>47 CFR 51.301(c)(3).

The Commission will require the addition of the following language: “The Party making the assignment shall notify the Commission 60 days in advance of the effective date of the assignment.”

### **3. Binding Commercial Arbitration**

The contract provides that disputes arising under it will be resolved by binding arbitration conducted by a single arbitrator under the Commercial Arbitration Rules of the American Arbitration Association. The contract also permits, but does not require, parties to bring disputes within the jurisdiction of the FCC or a state regulatory commission before those agencies.

The Commission appreciates the efficiency and cost-effectiveness of commercial arbitration and realizes that many, if not most, potential disputes under the contract will fit squarely within that process. At the same time, however, interconnection agreements are not just contracts between private parties.

They are agreements affected with the public interest and pertain to services critical to the public interest. Both they and the services to which they pertain are subject to detailed requirements of state and federal law. The Commission is the agency with primary authority to enforce these agreements. It would be inconsistent with the public interest, convenience, and necessity for the Commission to cede this authority to a private arbitrator.

The Commission will therefore require revision of the arbitration provision to preserve Commission authority over the terms of this agreement. Arbitration decisions will be allowed to go into effect immediately, in recognition of the fact that most disputes will be purely commercial and not require Commission action. The Commission will retain the authority to suspend, modify, or reject arbitration decisions, however, to ensure its ability to protect the public interest when it is implicated in disputes under arbitration.

The Commission will require the following additions to contract section 28C:

Subject to review by the Commission, [t]he decision of the arbitrators shall be final and binding upon the Parties and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. The parties shall submit a copy of each arbitration opinion to the Commission, the Department of Public Service and the Office of Attorney General, Residential and Small Business Utilities Division. The arbitrators’ decision shall remain in effect unless the Commission acts to suspend, modify, or reject the decision.

### **4. Third Party Beneficiaries**

The parties inserted contract language recognizing the Commission as a third-party beneficiary on behalf of the public, entitled to notice of any lawsuit involving the contract and potentially entitled to intervene. The Commission has required the inclusion of similar, but stronger, language in most interconnection agreements on which it has acted.

The parties’ agreement to arbitrate disputes arising under the contract, together with the Commission’s ultimate authority over arbitrators’ decisions, eliminates the need for stronger third-party beneficiary language in this case. The Commission will, however, require the addition of another notice provision to ensure that any administrative, quasi-judicial, or other proceeding on

the contract comes to the Commission's attention promptly. That provision will read as follows:

Notwithstanding the foregoing, parties agree to give notice to the Public Utilities Commission ("MPUC") of any lawsuits or other proceedings that involve or arise under the agreement to ensure the MPUC has the opportunity to seek to intervene in these proceedings on behalf of the public interest.

**E. AWS and U S WEST Dex**

The parties deferred the issues of yellow pages advertising, directory distribution, access to call/directory guide pages, and yellow page listing to separate negotiations. Consistent with its treatment of these issues in other interconnection cases, the Commission will reject the parties' contract language and require the substitution of the provision set forth below.

U S WEST is an affiliate of U S WEST Dex. Given this status, U S WEST will ensure that it is treated in a competitively neutral manner by U S WEST Dex vis a vis AWS. If U S WEST receives a commission from U S WEST Dex for placement of yellow pages advertising, AWS shall receive the same commission. U S WEST Dex will give AWS the same opportunity to provide directory listings as it provides to U S WEST (for example, through some type of bidding process). If AWS is not given the same directory listing opportunity as U S WEST, AWS shall receive a share of the revenues (based on the percentage of lines belonging to AWS in the particular list) that U S WEST receives from U S WEST Dex.

U S WEST shall make its contracts with U S WEST Dex available for review by AWS, as necessary, to ensure that AWS is receiving the same services at the same terms as U S WEST.

Although the federal Act allows parties to negotiate agreements that depart from the mandates of § 251(b) or (c) of the Act, the Act does not remove a state commission's oversight under state law and a general public interest standard.

In the Consolidated Arbitration Docket<sup>8</sup>, the Commission applied the tenets of state law to issues concerning yellow pages directories and advertising. In this context, the Commission noted that Minn. Stat. § 237.16, subd. 1(a) authorizes the Commission to establish terms and conditions to facilitate the development of fair and reasonable competition. Moreover, Minn. Stat. § 237.16, subd. 8(a)(7) contemplates Commission action to "protect against...practices harmful to promoting fair and reasonable competition."

Based on these provisions of state law, the Commission found that U S WEST has an obligation to ensure that its affiliate treats U S WEST in a manner that is competitively neutral between U S WEST as the incumbent and a new entrant.

The Commission continues to believe that state law requires this treatment of U S WEST Dex directories and yellow pages advertising, for the reasons set forth in that Order. The Commission

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<sup>8</sup>In the Matter of the Consolidated Petitions of AT&T Communications of the Midwest, Inc., MCImetro Access Transmission Services, Inc., and MFS Communications Company for Arbitration with U S WEST Communications, Inc. Pursuant to Section 252 (b) of the Federal Telecommunications Act of 1996, Docket No. P-442, 421/M-96-855; P-5321, 421/M-96-909; P-3167, 421/M-96-729, ORDER RESOLVING ARBITRATION ISSUES AND INITIATING A U S WEST COST PROCEEDING (December 2, 1996).

therefore finds that Section 11 of the Agreement is inconsistent with the public interest and compels rejection of the Agreement. This deficiency will be corrected by insertion of the language adopted from the Consolidated Arbitration Docket.

### **III. Implementing the Contract**

#### **A. Effective Date**

The parties stipulated to an effective date as set by the Commission. At oral argument both parties supported an effective date of September 18, 1997, the date the contract came before the Commission and was approved subject to the revisions discussed above.

#### **B. Compliance Filing**

The Commission will require the parties to file a final contract conforming with the requirements of this Order within 30 days.

### **ORDER**

1. AWS's petition for reconsideration is granted in part and denied in part, as set forth above.
2. The language submitted by AWS on special construction for interconnection facilities shall be the final contract language.
3. The final contract submitted by the parties, with the revisions described above, meets the requirements of 47 U.S.C. § 251, the pricing standards of 47 U.S.C. § 252(d), the FCC's rules on interconnection, and all other applicable requirements of state and federal law. It is hereby approved and shall be effective as of September 18, 1997.
4. Within 30 days of the date of this Order U S WEST and AWS shall file a final contract demonstrating compliance with the terms of this Order.
5. This Order shall become effective immediately.

BY ORDER OF THE COMMISSION

Burl W. Haar  
Executive Secretary

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