

STATE OF VERMONT  
PUBLIC SERVICE BOARD

Docket No. 6321

In Re: Interconnection Agreement between New )  
England Telephone and Telegraph Company d/b/a )  
Bell Atlantic-Vermont and Compass )  
Communications, Inc. )

Order entered: 2/16/2000

**BACKGROUND**

On December 3, 1999, Compass Communications, Inc. ("Compass") and New England Telephone & Telegraph Company d/b/a Bell Atlantic-Vermont ("Bell Atlantic") requested that, pursuant to Section 252(e) of the Telecommunications Act of 1996 (the "Act"), the Public Service Board ("Board") approve an Interconnection Agreement between them dated October 15, 1999.

A prehearing conference took place on January 12, 2000. At that time, the parties agreed to a procedure by which the Hearing Officer would make recommendations based upon the Interconnection Agreement and any other written filings.<sup>1</sup> Any parties wishing to submit further information could comment upon the Hearing Officer's Proposal for Decision. The Hearing Officer also granted Motions from Victor D. Del Vecchio, Esq., and Gregory M. Kennan, Esq., on behalf of Bell Atlantic, to waive Board Rule 2.201(C).

**DISCUSSION**

The Board's review of the Interconnection Agreement is governed by the federal law that

public interest. The Board may also establish and enforce other requirements of State law in its review of the agreement under Section 252(e) (3). The Board must act to approve or reject the agreement within 90 days of its submission, or the agreement is deemed approved.<sup>3</sup> The parties have agreed that the 90-day review period mandated by that section ends on March 2, 2000.

The Interconnection Agreement negotiated by Bell Atlantic and Compass is substantially similar to the Interconnection Agreement between Bell Atlantic and other providers of telecommunications services which the Board previously approved.<sup>4</sup> The Interconnection Agreement contains terms and conditions for interconnection of the networks,<sup>5</sup> purchase of unbundled network elements,<sup>6</sup> resale of Bell Atlantic's services (with discounts),<sup>7</sup> as well as other provisions that will allow Compass to obtain facilities and services from Bell Atlantic. The parties have agreed that the term of the Interconnection Agreement shall be until October 14, 2001, and that the Agreement shall thereafter continue in effect until terminated by either party.<sup>8</sup>

The Interconnection Agreement is the result of arms-length negotiations between two telecommunications carriers. The Board's focus, as the Act provides, is therefore limited to the issues set forth in Section 252(e) (2) (A): whether the Agreement (or portions thereof) discriminates against a telecommunications carrier not a party to the Agreement, and whether the Agreement is consistent with the public interest, convenience, and necessity. As the Board concluded previously, in making its determination, the Board must focus upon the potential effect of the Agreement on the evolution of competition in this state and whether the Agreement raises the risk of harm to consumers (and thus is not consistent with the public

The competition enabled by this and other interconnection agreements will likely benefit Vermont consumers and is consistent with the State's telecommunications goals as set out in 30 V.S.A. § 202c and the Telecommunications Plan adopted under Section 202d. At the same time, the Agreement does not contain terms that will harm consumers or competitors. It thus promotes the public interest.

The Agreement also does not discriminate against telecommunications carriers who are not a party to it. Pursuant to 47 U.S.C. § 252(i), other companies seeking to interconnect may adopt the same terms and conditions.

The discussion and recommendations set out in this Proposal for Decision relate solely to the terms and conditions that the parties have negotiated. Certain provisions of the Pricing Schedule do not specify prices, but leave those arrangements to future determination. Similarly, the Interconnection Points under Section 4.0 and Schedule 4.1 are not set out. Approval of the present Agreement does not constitute approval of these prospective future arrangements that are not now specifically identified as agreements between the parties. Therefore, I recommend that the parties be required to notify the Board at the time they negotiate any changes to the agreement or specific terms, such as Individual Case Basis Pricing. This will allow the Board and other parties to examine the subsequent arrangements and determine whether additional proceedings are necessary. In addition, it will ensure that entities that are not party to the Agreement have the ability to examine those commitments and take advantage of them under Section 252(i) of the Act. To the extent that the modifications affect the Agreement itself, it is also likely that the parties will need to seek approval again under Section 252(a) of the Act.

The Proposal for Decision has been served on all parties to this proceeding in accordance with 3 V.S.A. § 811.

DATED at Montpelier, Vermont, this 15<sup>th</sup> day of February, 2000.

s/George E. Young  
George E. Young  
Hearing Officer

**ORDER**

IT IS HEREBY ORDERED, ADJUDGED AND DECREED by the Public Service Board of the State of Vermont that:

1. The findings and recommendations of the Hearing Officer are adopted.
2. Pursuant to Section 252(e)(1) of the Telecommunications Act of 1996, the Interconnection Agreement between New England Telephone and Telegraph Company d/b/a Bell Atlantic-Vermont and Compass Communications, Inc. is hereby approved.
3. Bell Atlantic and Compass shall be bound to comply with any lawful requirement imposed by the Board in Docket 5713, Docket 5903, any docket or rule established with respect to E-911 service, and any other docket or rulemaking proceeding governing the obligations of telecommunications carriers in Vermont.
4. Bell Atlantic and Compass shall notify the Board and Department of any modifications to the Interconnection Agreement or the establishment of any terms and conditions that the Interconnection Agreement as filed leaves to further negotiations. If necessary, Bell Atlantic and Compass shall seek Board approval for the new or changed terms and conditions.

Dated at Montpelier, Vermont, this 16<sup>th</sup> day of February, 2000.

s/Michael H. Dworkin )

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PUBLIC SERVICE

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s/Suzanne D. Rude )

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BOARD