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BEFORE  THE  IDAHO  PUBLIC  UTILITIES  COMMISSION

IN THE MATTER OF THE APPLICATION)

OF U S WEST NEWVECTOR GROUP, INC.)CASE  NO.  GTE-T-97-13

FOR APPROVAL OF AN INTERCONNECTION)

AGREEMENT PURSUANT TO 47 U.S.C. § 252(e).)

)COMMENTS OF THE

)COMMISSION STAFF

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COMES  NOW  the Staff of the Idaho Public Utilities Commission, by and through its Attorney of record, Cheri C. Copsey, Deputy Attorney General, in response to Order No. 27277 and the Notices of Application and Modified Procedure in Case No. GTE-T-97-13 issued December 29, 1997, submits the following comments.

On November 3, 1997, in accordance with the Telecommunications Act of 1996,

U S WEST Newvector Group, Inc. applied for Commission approval of a negotiated Interconnection Agreement with GTE Northwest Inc.  47 U.S.C. § 252 (e)(1).  The Agreement is a wireless interconnection agreement and Newvector is a commercial mobile radio service provider.  The Agreement provides for the parties to interconnect their facilities and for reciprocal compensation and will enable Newvector to enter the wireless market in GTE’s service area.

Under the terms of the Telecommunications Act of 1996, interconnection agreements must be submitted to the Commission for approval.  47 U.S.C. § 252 (e)(1).  The Commission may reject an agreement adopted by negotiation only if it finds that the agreement discriminates against a telecommunication carrier not a party to the agreement or implementation of the agreement is not consistent with the public interest, convenience and necessity.  47 U.S.C. § 252 (e)(2)(A).  If the Commission does not act to approve or reject the agreement within 90 days after its submission, the agreement is deemed approved.  47 U.S.C. § 252 (e)(4).  The Commission’s decision is not reviewable by the state courts.  Id.

STAFF ANALYSIS

Staff found that the language and terms of this Agreement are generally similar to and consistent with agreements between GTE and other commercial mobile radio service provider providers.  However, there are slight differences between the rates adopted in GTE’s agreement with its subsidiary, GTE Macro Communications Corporation (Mobilnet), and those rates proposed in Newvector’s Agreement.  Mobilnet’s Interconnection Agreement was previously approved by the Commission on December 17, 1997, subject to the condition that “GTE make the same rates available to other telecommunication carriers that have interconnection agreements with GTE.”   Order No. 27265.

In order to determine whether these rates had been made available or whether the Agreement discriminates against Newvector, Staff provided Newvector’s attorney with a copy of the Mobilnet Agreement Appendix which reflected rates different from those in Newvector’s Agreement.  After reviewing the Mobilnet Agreement with his client, Newvector’s attorney told Staff his client considered the differences to be minor and not discriminatory.  Staff found that minor differences between the Mobilnet Agreement and Newvector’s Agreement appear to reflect each company’s size and capacity and to not discriminate.

Therefore, Staff finds the Agreement is consistent with the public interest, convenience and necessity and does not discriminate.

STAFF RECOMMENDATION

Staff recommends this Interconnection Agreement be approved.

DATED  at Boise, Idaho, this            day of January 1998.

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Cheri C. Copsey

Deputy Attorney General

Technical Staff:  Wayne Hart

CC:WH/umsic/comments\gtet9713.ccw