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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

VIA HAND DELIVERY

July 22, 1999

Magalie Roman Salas, Esq.
Federal Communications Commission
445 Twelfth Street, SW Suite TWA-325
Washington, DC 20554

RE:

- *Clarification of the Commission's Rules on Interconnection Between LECs and Paging Carriers*, CCB/CPD No. 97-24 ("SWBT clarification request")
- *Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, First Report & Order, CC Docket Nos. 96-98, 95-185 ("interconnection reconsideration order")
- *Formal Complaint of Metrocall against Various LECs*, File Nos. E-98-14-18 (filed on January 20, 1998)
- *Formal Complaint of USA Mobile Communications, Inc. II against CenturyTel of Ohio, Inc.*, File No. E-98-38 (filed May 1, 1998)
- *Formal Complaint of Arch Communications Group, Inc. against U S WEST Communications, Inc.*, File No. E-99-05 (filed on December 3, 1998)
- *Formal Complaint of Arch Communications Group, Inc. against BellSouth Telecommunications, Inc.*, File No. E-99-06 (filed on December 7, 1998)
- *Formal Complaint of TSR Paging Inc. against US West Communications Inc.*, File No. E-98-10 (filed on December 24, 1997)

PCIA

Personal Communications Industry Association

Notice of *Ex Parte* Presentation

Dear Ms. Salas:

As a follow up to PCIA's June 23, 1999 *ex parte* meetings, I have attached a written presentation, *LEC-Paging Interconnection Agreements Since the Passage of the Telecom Act of 1996*, which is relevant to the above-referenced proceedings.

Pursuant to §1.1206(b) of the Commission's rules, two copies of this letter for each of the above-referenced dockets (a total of fourteen copies) are hereby filed with the Secretary's office. Copies of this letter and the attached document are also being sent to each of the Commission staff listed below.

Kindly refer questions in connection with this matter to me at 703-535-7487.

Respectfully submitted,

Angela Giancarlo

Angela E. Giancarlo, Esq.
Director, Federal Regulatory Affairs

cc: Edward Krachmer, Common Carrier Bureau
Dave Konuch, Common Carrier Bureau
Jim Schlicting, Wireless Telecommunications Bureau

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LEC-PAGING INTERCONNECTION AGREEMENTS SINCE THE PASSAGE OF THE TELECOM ACT OF 1996

PARTIES TO AGREEMENT	DATE OF AGREEMENT	TERM OF AGREEMENT	STATES COVERED	EXECUTED PURSUANT TO	COVERAGE OF TYPE 1 - TYPE 2 ARRANGEMENTS	REQUIRED POINTS OF CONNECTION	TERMINATION COMPENSATION RATES PAID TO PAGING CARRIER	PERCENT OF TRAFFIC WHICH IS SUBJECT TO TERMINATION COMPENSATION PAYMENTS	PERCENT OF TRAFFIC SUBJECT TO RELIEF FROM FACILITIES CHARGES
Pacific Bell and Cook Telecom, Inc.	March, 1998 (ultimate agreement filed in arbitration proceeding)	2 years, continuing to be effective thereafter pending renegotiation (§14.1)	California	47 U.S.C. §252	Type 1 and Type 2 (§2.1.1)	At least one POI required in each LATA where parties exchange traffic (§2.1.4); a POI is required for each routing point assigned to an NXX; rating and routing points need not be the same, but must be in the same LATA (§§1.4.5, 2.1.5, 2.1.4)	$.002108 per local paging call, reduced to $.00156 multiplied by all calls pending ability to track non-local and transitting calls (§3.1.1, as amended) [this figure includes an adjustment excluding non-local paging calls as required by the state commission's arbitration order]	74% [Phase II decision in arbitration proceeding before California PUC; Case No. A.97-02-003.] [termination compensation rate adjusted to reduce compensation per paging call by 26%]	Recurring charges are borne in proportion to the percent of local traffic originated by each of the parties, currently set at 74% (§3.2)

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GTE and AirTouch Paging	July, 1988	2 years from effective date, with "evergreen provision" allowing for indefinite continuation until a notice of termination is given by either side, in which case the agreement continues in effect until superseded by another or for 161 days (Article III, §2.1)	California Florida Indiana Kentucky Ohio Texas Virginia Washington	47 U.S.C. §252	Type 1 and Type 2 (Appendix B)	POI locations are negotiated on an ad hoc basis; rating and routing points need not be the same, but must be located in the same LATA (Article IV, §4.1)	$20.00 per month per DSO or its equivalent for tandem connections or where full NXXs are used by AirTouch on end office interconnections; $5.00 per month per DSO or its equivalent where AirTouch has been provided with blocks of 100 numbers; numbers may be "ported" from the end office to the tandem and then treated as Type 2 (Appendix B)	70% (Appendix B)	70% of facilities charges to the POI except for mileage beyond 90 miles or the LATA boundary, (whichever is nearer). (§12.2)

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Bell Atlantic and Paging Network, Inc.	December, 1998	from effective date until Decemver 1, 2000 with evergreen provision	Delaware Maine Maryland Massachusetts New Hampshire New Jersey New York Pennsylvania Rhode Island Vermont Virginia Washington, D.C. West Virginia	47 U.S.C. §§ 251, 252, 332	Type 1 and Type 2 (§3.1)	Interconnection can be at an end office, access tandem, or other specified point (§3.1.2) Parties agree that present interconnections are efficient (§3.1.4)	Base agreement provides for $ .002 per minute of use, unless otherwise agreed (§4.6.2); concurrent amendment provides for the following rates (§4.6.7) DE $0.001957/mou ME $0.005700/mou MD $0.003300/mou MA $0.005700/mou NH $0.005700/mou NJ $0.003738/mou NY $0.006200/mou PA $0.002900/mou RI $0.005700/mou VT $0.005700/mou VA $0.005000/mou D.C. $0.005000/mou WV $0.005000/mou	95% (Letter between parties)	85% from effective date until 90 days thereafter; 90% from the 91st day until a percentage based on results of a study can be implemented (§4.5.3)

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GTE and Network Services	January, 1999	minimum of 2 years from effective date, with "evergreen provision" allowing for indefinite continuation until a notice of termination is given by either side, in which case the agreement continues in effect until superseded by another or for one additional year, whichever is less (Article III, §2.1)	California	47 U.S.C. §252	Type 1 and Type 2 (Appendix B)	POI locations are negotiated on an ad hoc basis; rating and routing points need not be the same, but must be located in the same LATA (Article IV, §4.1)	$20.00 per month per DSO or its equivalent for tandem connections or where full NXXs are used by Network Services on end office interconnections; $5.00 per month per DSO or its equivalent where Network Services has been provided with blocks of 100 numbers (Appendix B)	74% (Appendix B)	74% of facilities charges to the POI except for mileage beyond 90 miles or the LATA boundary, (whichever is nearer). If GTE declines to provision intercarrier facility, Network Services can order facility from a third party and GTE will reimburse it for 74% the resultant expenses, subject to the mileage limitation. (§12.2)

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Ameritech and Paging Network, Inc.	March, 1999	2 years from effective date with evergreen provision	Ohio Illinois Indiana Michigan Wisconsin	47 U.S.C. §§ 251, 252	Type 1 and Type 2 (based on context), but Type 1 to be phased out (§6.1)	For land to mobile traffic, a single POI in each LATA. For mobile to land traffic, must deliver traffic to each Ameritech tandem (§3.2.3) Parties agree that present interconnections are efficient (§3.2.3)	Base agreement provides for $.002 per minute of use, unless otherwise agreed (§7.1); limited payment for Type 1 traffic (§6.1). Concurrent amendment provides for the following rates (§7.3) IL $0.0053/mou IN $0.0057/mou OH $0.0059/mou MI $0.0051/mou WI $0.0053/mou	90% in Ohio, Illinois, Indiana and Wisconsin; 95% in Michigan (§7.3, as amended)	90% (§3.2.4)
Sprint and Paging Network, Inc.	April, 1999	Through March 31, 2001	Florida Indiana Kansas Minnesota Missouri Nevada New Jersey North Carolina Ohio Oregon Pennsylvania South Carolina Tennessee Texas Virginia Washington	47 U.S.C. §§ 251, 252, 332	Type 1 and Type 2 (§29.1.2)	At least 1 physical POI in each LATA that PageNet serves containing a Sprint wire center in which the parties exchange traffic within an MTA so long as LATAs are required by regulation, except that PageNet shall not be required to have 2 or more POIs to interconnect to end offices subtending a single tandem, even if the end offices are within different or multilple LATAs. (§29.1.1.1)	FL $0.00425/mou IN $0.00425/mou KS $0.00425/mou MN $0.00425/mou MO $0.00425/mou NV $0.00425/mou NJ $0.00425/mou NC $0.00425/mou OH $0.00425/mou OR $0.00425/mou PA $0.00425/mou SC $0.00425/mou TN $0.00425/mou TX $0.00425/mou VA $0.00425/mou WA $0.00425/mou (Attachment 1)	95% (§30.2)	100% (§30.1)

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BellSouth and AirTouch Paging	May, 1999	2 years from effective date (§III)	Alabama Florida Georgia Kentucky Louisiana Mississippi North Carolina South Carolina Tennessee	47 U.S.C. §§ 251, 252	Type 1 and Type 2 (§V. A, B)	Connectivity shall be established at at least one BellSouth access tandem within every LATA AirTouch desires to serve, or AirTouch can elect to interconnect directly at an end office (§V. B) Parties agree that current interconnections are efficient (§V. H)	Alabama Type 1 $.004709/mou Type 2A $.004709/mou Type 2B $.0017/mou Florida Type 1 $.003776/mou Type 2A $.003776/mou Type 2B $.002/mou Georgia Type 1 $.004513/mou Type 2A $.004513/mou Type 2B $.00160/mou Kentucky Type 1 $.005273/mou Type 2A $.005273/mou Type 2B $.002562/mou	87%, unless and until parties develop an auditable PLU (percentage of local usage) factor (§V. E)	87% (§V.B)

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Ameritech and AirTouch Paging	May, 1999	May, 2001	Ohio Illinois Indiana Michigan Wisconsin	47 U.S.C. §§ 251, 252	Type 1 and Type 2 (based on content), but Type 1 to be phased out (§6.1)	For land to mobile traffic, a single POI in each LATA. For mobile to land traffic, must deliver traffic to each Ameritech tandem (§3.2.3) Parties agree that present interconnections are efficient (§3.2.3)	Base agreement provides for $.002 per minute of use, unless otherwise agreed (§7.1); limited payment for Type 1 traffic (§6.1). Concurrent amendment provides for the following rates (§7.3) IL $0.0053/mou IN $0.0057/mou OH $0.0059/mou MI $0.0051/mou WI $0.0053/mou	90% in Ohio, Illinois, Indiana and Wisconsin; 95% in Michigan (§7.3, as amended)	90% (§7.3, as amended)
Bell Atlantic and Metrocall	May, 1999	from effective date until December 1, 2000	Massachusetts New Hampshire New York Rhode Island Vermont (agreements covering remaining Bell Atlantic states have not yet been filed with state commissions)	47 U.S.C. §§ 251, 252, 332	Type 1 and Type 2 (§3.1)	Interconnection can be at an end office, tandem, other specified point (§3.1.2)	Identical to rates in agreement between Bell Atlantic and PageNet where Metrocall's POIs are within 25 miles of Bell Atlantic's end office. Otherwise, a reduction of the PageNet rate by $.001/MOU. (§3.1.4, as amended by Bell Atlantic and Metrocall)	Agreement provides that Metrocall will be paid for the termination of Local Traffic on its network. (§4.6.3)	85% from effective date until 90 days, thereafter, 90% from the 91st day until a percentage based on results of a study can be implemented (§4.5.3)

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US WEST and AirTouch Paging	July, 1999	2 years and 3 months after date of execution (§11.2)	Washington	47 U.S.C. § 252	Type 1 and Type 2 (§2.1)	POI locations are negotiated on an ad hoc basis; AirTouch can identify POIs anywhere within the LATA. (§2.6.4)	$.00169 per minute of use (Appendix A, III.)	80% (Appendix A, I.A, III)	80% of facilities charges to the POI, subject to a billing demarcation point at (1) 60 miles for Type 1 interconnections, and (2) for Type 2 interconnections, at the US West wire center closest to the boundary on the route to AirTouch's designated POI where that POI is outside of the geographic area served by US West's local or toll tandems. (Appendix A, I.A., II)