

BEFORE THE NEBRASKA PUBLIC SERVICE COMMISSION

In the Matter of the	)	Application No. C-2099
Application of Aliant	)	
Midwest, Inc., Lincoln,	)	
Nebraska, seeking authority	)	
to invoke Section 252(i) of	)	
the Telecommunications Act of	)	
1996 for interconnection with	)	ORDER NUNC PRO TUNC
GTE Midwest of Grinell, Iowa,	)	
and to adopt the arbitrated	)	
interconnection agreement	)	
between GTE Midwest, Inc. and	)	
AT&T of the Midwest, Inc.,	)	Entered: September 21, 1999

BY THE COMMISSION:

O P I N I O N   A N D   F I N D I N G S

On August 24, 1999, the Commission entered an order:

- Granting Application No. C-2099 and authorizing Aliant Midwest Inc. to adopt the "voluntarily-negotiated" agreement between GTE Midwest Incorporated and AT&T of the Midwest, Inc.;
- Stating the effective date of Aliant Midwest Inc.'s adoption of the interconnection agreement between GTE Midwest Incorporated and AT&T of the Midwest, Inc., was August 11, 1999; and
- Ordering that a signed agreement of Aliant Midwest Inc.'s adoption of the GTE Midwest Incorporated/AT&T of the Midwest, Inc. interconnection agreement reflecting Aliant Midwest Inc. and GTE Midwest Incorporated as parties to the agreement be filed with the Commission in paper copy, as well as electronically, on or before September 7, 1999.

After issuing its order, the Commission discovered a typographical error in the first ordering clause. The order incorrectly states that the GTE Midwest Incorporated/AT&T of the Midwest, Inc. interconnection agreement was a "voluntarily-negotiated" agreement between GTE Midwest Incorporated and AT&T of the Midwest, Inc. The interconnection agreement was, in fact, an "arbitrated" interconnection agreement between GTE Midwest Incorporated and AT&T of the Midwest, Inc.

The purpose of an order nunc pro tunc is to correct the record which has been made so that it will truly record the action taken which, through inadvertence or mistake, was not truly recorded. Interstate Printing Co. v. Dept. of Revenue, 236 Neb. 110, 459 N.W.2d 519 (1990). Clerical errors may be corrected by an order

nunc pro tunc, but not judicial errors. Larson v. Bedke, 211 Neb. 247, 318 N.W.2d 253 (1982).

After examining the record and being fully advised, the Commission finds that the first sentence of the first ordering clause of the Commission's August 24, 1999, order in Docket No. C-2099 erroneously states that the GTE Midwest Incorporated/AT&T of the Midwest, Inc. interconnection agreement was a "voluntarily-negotiated" agreement between GTE Midwest Incorporated and AT&T of the Midwest, Inc. Therefore, the Commission should issue an order nunc pro tunc to correct the original order.

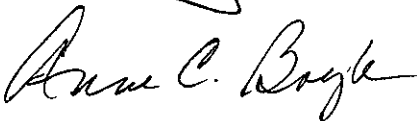
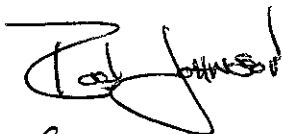
## O R D E R

IT IS THEREFORE ORDERED by the Nebraska Public Service Commission that the first sentence of the first ordering clause of the Commission's August 24, 1999, order in Docket No. C-2099 be, and it is hereby, corrected to reflect that the GTE Midwest Incorporated/AT&T of the Midwest, Inc. interconnection agreement was an "arbitrated" interconnection agreement between GTE Midwest Incorporated and AT&T of the Midwest, Inc.

MADE AND ENTERED at Lincoln, Nebraska, this 21st day of September, 1999.

## NEBRASKA PUBLIC SERVICE COMMISSION

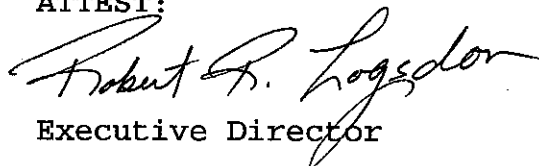
## COMMISSIONERS CONCURRING:



//s//Lowell C. Johnson  
//s//Frank E. Landis  
//s//Daniel G. Urwiller

  
Chairman

## ATTEST:

  
Executive Director