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July 17, 2002

Secretary of PSC
Missouri Public Service Commission
P. O. Box 360
Jefferson City, MO 65102

FILED²

JUL 17 2002

Re: Consolidated Case No. TC-2002-57

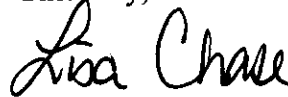
Dear Secretary:

**Missouri Public
Service Commission**

Enclosed for filing please find an original and eight (8) copies each of Petitioner's Motion Requesting Commission Take Official Notice of Documents in the above cited case. A copy has been sent to all attorneys of record listed below.

Thank you for seeing this filed.

Sincerely,



Lisa Cole Chase

LCC:sw

Enc.

cc:

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BEFORE THE PUBLIC SERVICE COMMISSION
STATE OF MISSOURI

FILED²

JUL 17 2002

Missouri Public
Service Commission

Northeast Missouri Rural Telephone Company)
And Modern Telecommunications Company, et al.)

Petitioners,)

vs.)

Southwestern Bell Telephone Company,)
Southwestern Bell Wireless (Cingular),)
Voice Stream Wireless (Western Wireless))
Aerial Communications, Inc., CMT Partners,)
(Verizon Wireless), Sprint Spectrum, LP,)
United States Cellular Corp., and Ameritech)
Mobile Communications, Inc., et al.)

Respondents.)

Case No. TC-2002-57

Case No. TC-2002-113

Case No. TC-2002-114

Case No. TC-2002-167

Case No. TC-2002-181

Case No. TC-2002-182

Consolidated

**PETITIONER'S MOTION REQUESTING COMMISSION TAKE OFFICIAL NOTICE
OF DOCUMENTS**

COMES NOW Petitioners, Mid-Missouri Telephone Company, Alma Telephone Company, Northeast Missouri Rural Telephone Company, Modern Telecommunications Company, MoKan Dial, Inc., Choctaw Telephone Company, and Chariton Valley Telephone Company, ("MITG Companies") and pursuant to § 536.070(6) RSMo and 4 CSR 240-2.130(2), hereby request the Missouri Public Service Commission ("Commission") to take official notice of the referenced portions of the following interconnection agreement, and the Commission order approving same:

1. The interconnection agreement between Southwestern Bell Telephone Company and Verizon Wireless Messaging Services, Inc., which was submitted for approval pursuant to §

252(e)(1) of the Telecommunications Act of 1996, 47 U.S.C. § 252(e)(1), and was approved by the Commission pursuant to § 252(e)(1) of the Act in case TO-2001-234 on December 22, 2001.

2. After approval by the Commission, the interconnection agreement was duly filed with the Commission pursuant to 4 CSR 240-30.010. Upon filing, this interconnection agreement became a part of the law of the State of Missouri pursuant to § 392.220.1 RSMo. *Central Controls Co., Inc. v. AT & T Information Systems, Inc.*, 746 S.W.2d 150, 153 (Mo. App. E.D. 1988) (“*Central Controls*”).


3. Pursuant to §536.070(6) RSMo, an agency “shall take official notice of all matters of which the courts take judicial notice.” As the interconnection agreement is recognized as part of the law of Missouri, the Commission may take official notice of the interconnection agreement. *Central Controls*, 746 S.W.2d at 153.

4. This interconnection agreement is 60 or more pages in length. Producing the entire agreement as an exhibit, with the requisite number of copies, would be cumbersome and burdensome, as well as costly to reproduce. Petitioner’s recognize other parties may desire notice and use of other excerpts.

WHEREFORE Petitioners request that the Commission take official notice, for purposes of this proceeding, of the complete interconnection agreement cited above, and more specifically the attached Commission order in Case No. TO-2001-234, which approved the interconnection agreement, and the following portions of said interconnection agreement: the cover page and pages 1-2, 11-12, 17-20, 22-27, 47, 50-51, and 60-63.

Respectfully Submitted,

**ANDERECK, EVANS, MILNE,
PEACE & JOHNSON, L.L.C.**

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ATTORNEYS FOR PETITIONERS

CERTIFICATE OF SERVICE

The undersigned does hereby certify that a true and accurate copy of the foregoing was mailed, via U.S. Mail, postage prepaid, this 17th day of July, 2002, to all attorneys of record in this proceeding.


Lisa Cole Chase Mo Bar No. 51502

TC-2001-234

FILED

JAN 10 2001

Missouri Public
Service Commission

AGREEMENT FOR INTERCONNECTION

By, between and among

**VERIZON WIRELESS MESSAGING SERVICES, LLC AND
YUMA, ARIZONA RSA L.P.**

and

SOUTHWESTERN BELL TELEPHONE COMPANY,

NEVADA BELL, AND

**THE SOUTHERN NEW ENGLAND TELEPHONE
COMPANY**

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Appendix – State (Paging)
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higher for Type 2A. For Telco-to-Carrier Authorized Services traffic, Telco shall provide the Interconnection Arrangements from the designated End Office Switch or Tandem Switch to the POI associated with it. For Carrier-to-Telco Authorized Services traffic, Carrier shall provide the Interconnection Arrangements from its MSC to the POI associated with it. Only one Authorized Services Interconnection Trunk Group will be provided in connection with each such Interconnection Arrangements.

3. SIGNALING.

3.1 Signaling Protocol. The Parties will connect their networks using CCS or multi-frequency ("MF") or ("DTMF") signaling. If CCS signaling services are provided by Telco, Telco shall provide such CCS signaling services to Carrier upon written request on terms and conditions, including price, at least as favorable to Carrier as Telco provides CCS signaling services to any other CMRS Carrier in the State. Where MF signaling is used, the Parties agree, below, to Interconnect their networks using MF or DTMF signaling, subject to availability at the End Office Switch or Tandem Switch at which Interconnection occurs. The Parties acknowledge that the use of MF signaling may not be optimal. Telco will not be responsible for correcting any undesirable characteristics, service problems or performance problems that are directly attributable to MF-to-CCS interworkability or the signaling protocol required for Interconnection with Carrier employing MF signaling.

3.2 CCS Message Exchange. When CCS signaling is utilized by the Parties for Interconnection hereunder, the Parties directly or, where applicable, through their third-party provider, will cooperate on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate interoperability of CCS-based features between their respective networks, including all CLASS Features and functions, to the extent each Party offers such features and functions to its Customers. All CCS signaling parameters will be provided to the other Party, including, without limitation, calling party number ("CPN"), originating line information ("OLP"), calling party category and charge number.

3.3 ANI Delivery. If Telco passes automatic number identification ("ANI") to any other CMRS carrier using MF or DTMF signaling, then Telco shall make such arrangement available to Carrier on the same terms and conditions, including price, as it provides such arrangement to the other CMRS carrier.

4. NUMBERING

4.1 Routing of Carrier-to-Telco Traffic. Unless Carrier is receiving LATA-wide Trunk Side routing services, all terminating traffic delivered by Carrier to a Tandem Switch destined for publicly dialable NPA-NXXs that do not home on that Tandem Switch is misrouted. Telco shall provide notice to Carrier that such misrouting has occurred. In the notice, Carrier shall be given sixty (60) days to cure such misrouting. In the event that Carrier does not cure the problem within such sixty (60) day period, Telco shall bill and Carrier will pay, in addition to any other normal usage charges, a misroute surcharge per call that is equal to the rate for End Office Switch Termination (Type 2B rate) in Appendix - Pricing (Paging) from that point forward until the misrouting is corrected.

4.2 Routing Instructions. The Parties will exchange all Local Calls between their networks using only Interconnection Arrangements provided under this Agreement. Further, the Parties shall deliver all traffic destined for the other Party's network in accordance with the serving arrangements defined in the LERG, except when Carrier uses the LATA-Wide Trunk Side routing services described in Section 2.2.5 (LATA-wide Trunk Side) above, or when Carrier's MSC serves NPA-NXXs, some of which home on a Telco Tandem Switch, and some of which home on a non-Telco Tandem Switch. In this case all traffic from the Telco Tandem Switch may be delivered over a direct Interconnection Arrangement to the Carrier MSC regardless of dialed NPA-NXX.

4.3 Transit Traffic. It is the separate responsibility of each Party to negotiate Interconnection, traffic transport and termination arrangements; and compensation arrangements, directly with other Telecommunications Carriers with whom they exchange traffic. Telco will deliver all traffic destined to Carrier regardless of the Telecommunications Carrier originating such traffic; other than delivering such

traffic, Telco has no responsibility for traffic originated by another Telecommunications Carrier and routed to Telco's Tandem Switch destined for Carrier's MSC.

4.4 Compliance with Industry Guidelines. Each Party generally will follow the Industry Carriers Compatibility Forum ("ICCF") Central Office Code Guidelines, or modifications that may be made to those Guidelines by the Network Interconnection/Interoperability Forum ("NI/IF"); provided, however, that as material consideration for Carrier entering into this Agreement, Telco represents that it has, and agrees that it will during the term hereof, apply the ICCF Central Office Guidelines in a nondiscriminatory fashion between Carrier and all other CMRS carriers in the State.

4.5 Programming of Switches. Each Party shall, at all times, program and update its own switches, MSCs and network systems to recognize and route traffic to the other Party's assigned NPA-NXXs. Neither Party shall charge the other Party for changes to switch routing software necessitated by the opening of NPAs or NPA-NXXs. If either Party is authorized to recover its costs for changes to switch routing software necessitated by the opening of NPAs or NPA-NXXs, the Parties shall reimburse each other's costs according to such authorization.

4.6 RDS Input. The Parties will each be responsible for the electronic input of their respective number assignment information into the Routing Database System. The Parties shall comply with Central Office Code Assignment Guidelines, as currently specified in INC 95-0407-008, in performing the electronic input of their respective number assignment information into the Routing Database System. The Parties shall cooperate to reassign the routing V&H and the Common Language Location Identifier ("CLLI") of Dedicated NPA-NXXs from Telco's Tandem Switches to points within Carrier's network as designated by Carrier. Carrier agrees that it shall use reasonable efforts to complete the reassignment of its Dedicated NPA-NXXs into its network. The Parties agree to complete the transfer of all codes by March 15, 2002. Until an NPA-NXX is reassigned, it will continue to be assigned to Telco's network as shown in the LERG.

4.7 Addition of NXXs. Telco will forward a confirmation to Carrier in response to Carrier's request to add Carrier's NPA-NXXs to Interconnection Trunk Groups, when Carrier submits such a request accompanied by an ASR without service and using the remarks section to refer to the NPA-NXX form. This NPA-NXX installation request will be treated as a no-charge order.

4.8 Switch Translations. Both Parties will provide switch translations and billing contact points regarding the establishment of or modification to full NPA-NXXs.

4.9 Dialing Parity. Telco agrees that the same local dialing parity available to telephone exchange service providers under the Act will be available to Carrier.

5. INTERCONNECTION ARRANGEMENTS

5.1 Responsibility for Interconnection Arrangements. Unless otherwise agreed herein, Carrier and Telco will Interconnect directly in each LATA in which they exchange Local Calls and Switched Access Services traffic.

- 5.1.1 Facilities. Each Party shall be responsible for designing, engineering, initiating the process of provisioning and/or provisioning its own or leased transport Facilities to route calls originating on its network to, and transporting calls originating on the other Party's network from, the POI. Each Party may construct its own Facilities, it may purchase or lease these Facilities from a third party, or it may purchase or lease these Facilities from the other Party (if available) pursuant to tariff or separate contract; provided, however, that Telco shall have no general obligation to pay for Facilities obtained by Carrier from third parties; provided, further, that as material consideration for Carrier entering into this Agreement, Telco represents as of the Effective Date hereof that Telco does not pay any CMRS carrier for Facilities used to deliver Telco-to-Carrier traffic obtained by CMRS carriers from third parties or other Telecommunications Carriers in the State. If Carrier leases Facilities from Telco to carry calls to or from the POI, Carrier shall purchase and be

Tandem Switch and End Office Switch Interconnection and Interconnection Trunks and Tandem Switch-subtending Interconnection End Office Switch equivalent Interconnection Trunk requirements) for two (2) years (current year and one additional year) by quarter;

- 6.1.2 Identification of each Interconnection Trunk by the from and to Common Language Location Identifiers ("CLLI"), which are described in Bellcore documents BR 795-100-100 and BR 795-400-100; and
- 6.1.3 A description of major system projects that affect the other Party. Major system projects include trunking or system rearrangements, shifts in anticipated traffic patterns, or other activities by Carrier that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

6.2 Network Notices. Telco shall also provide Carrier with notice of all applicable network changes which are provided to telephone exchange service providers under Applicable Laws.

7. UNBUNDLED NETWORK ELEMENTS.

7.1 Availability. Where technically feasible, Telco shall make non-discriminatory access to unbundled network elements available to Carrier in accordance with Applicable Laws for the provision of Telecommunications Services. Upon Carrier's request, the Parties agree that they will negotiate the specific network elements and the terms and conditions on which these network elements will be provided.

7.2 Regulatory Actions. Telco's provision of non-discriminatory access to unbundled network elements under this Agreement is subject to the provisions of the Act, including, but not limited to, Section 251(d). Both Parties reserve the right to dispute whether any unbundled network elements must be provided under Section 251(c)(3) and Section 251(d) of the Act, and under this Agreement, and whether these unbundled network elements can be used for Interconnection. In the event that the FCC, or any other Governmental Authority finds, rules and/or otherwise orders that any of the unbundled network elements and/or unbundled network element combinations provided for under this Agreement do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be invalidated, modified or stayed to the extent required to immediately effectuate the subject order upon written request of either Party. Likewise if such Governmental Authority by a final and effective order finds that an unbundled network element and/or unbundled network element combination not provided for in this Agreement meets the necessary and impair standard, this Agreement shall be modified upon request of either Party to effectuate such order. In such event, the Parties shall expend diligent efforts to arrive at an agreement on the modifications required to the Agreement to immediately effectuate such order. If negotiations fail, disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution provisions set forth in this Agreement.

8. TRANSIT TRAFFIC

8.1 Transiting Service. Each Party hereunder shall allow the other Party to send and receive Transit Traffic through such Party's network ("Transiting Service"). Carrier-to-Telco Transit Traffic will be delivered by Carrier to Telco's Tandem Switches. Telco-to-Carrier Transit Traffic will be delivered by Telco using the same Interconnection Arrangements as Local Calls.

8.2 Billing. Each Party providing a Transiting Service ("Transiting Service Provider") shall be entitled to charge the Telecommunications Carrier originating the Transit Traffic, and such Telecommunications Carrier shall pay the Transiting Service Provider, the Transiting Service charge set forth in Appendix - Pricing (Paging). Except as may otherwise be provided herein, the terminating Telecommunications Carrier will have no liability to the Transiting Service Provider for Transit Traffic originated by other Telecommunications Carriers nor shall the Transiting Service Provider have any liability to the terminating Telecommunications Carrier for Transit Traffic originated by other Telecommunications Carriers. Other than the Transiting Service charge paid by the originating Telecommunications Carrier, the Transiting Service Provider will not bill either the originating or terminating Telecommunications Carrier for

transport, switching, and termination of Transit Traffic.

8.3 No IXC Transit Traffic. Carrier shall not route terminating Transit Traffic from a third party IXC (e.g., not Carrier or an Affiliate of Carrier) destined for an End Office Switch in Telco's network over the Interconnection Trunks provided herein. Carrier shall not deliver traffic to Telco under this Agreement from a non-CMRS Telecommunications Carrier.

8.4 Direct Connect. Where Telco has in place direct Interconnection Trunks employing Type 2A interface to a Carrier MSC, Telco shall deliver calls destined to terminate at that Carrier MSC via such direct Interconnection Trunks and not via another Telecommunications Carrier's Tandem Switch; provided, however, that in an emergency Telco may temporarily reroute calls destined to terminate at that Carrier MSC via another Telecommunications Carrier's Tandem Switch and, since Carrier will not be able to record Telco's traffic during such temporary rerouting, the Parties agree that the traffic delivered to Carrier during such temporary rerouting, via the interconnection facilities connected to the other Telecommunications Carrier's Tandem Switch, less the previous three (3) months average traffic for such interconnection facilities shall be deemed the Telco-to-Carrier traffic delivered to Carrier during such temporary rerouting, but in no event shall Carrier be compensated for more than the total traffic delivered over such interconnection facilities; provided, further, that if the Parties determine that Telco was not the only Telecommunications Carrier re-routing traffic originating on its network to be terminated to Carrier over such interconnection facilities, then the Parties shall negotiate in good faith appropriate compensation arrangements for such re-routed traffic.

8.5 Third Party Arrangements. The Parties agree that it is incumbent on the Party that originates Transit Traffic to establish billing arrangements directly with any third party Telecommunications Carriers to which it may send traffic by means of a Party's Transiting Service. In the event that a Party does send Transit Traffic through the other Party's network to a third party Telecommunications Carrier with whom such Party does not have a traffic interchange agreement, and such third party Telecommunications Carrier makes a Claim against the Transiting Service Provider for compensation, the Transiting Service Provider will advise both the originating Party and the third party Telecommunications Carrier that they need to resolve the matter between themselves. If the Transiting Service Provider does so, then the originating Party will indemnify the Transiting Service Provider for any termination charges the Transiting Service Provider subsequently is ordered by a regulatory agency or court to pay such third party Telecommunications Carrier for such Transit Traffic, and for any billing and collection costs, and attorneys' fees related to those termination charges. In the event of any such proceeding, the Transiting Service Provider agrees to allow the originating Party to participate as a party.

8.6 Indirect Termination. If either Party originates traffic destined for termination to the other Party, but delivers that traffic to the other Party through another Telecommunications Carrier, the terminating Party shall be entitled to charge transport and termination rates as set forth in Appendix - Pricing (Paging) to the originating Party. The originating Party shall also be responsible for paying any Transiting Service charges, if any, charged by the other Telecommunications Carrier. The terminating Party shall not charge the Transiting Service Provider for calls that are terminated to it via transit arrangements provided by the Transiting Service Provider. The terminating Party shall not default bill the Transiting Service Provider for unidentified traffic terminating to the terminating Party, unless otherwise provided for in this Agreement.

8.7 Primary Toll Carrier. Notwithstanding anything contained herein to the contrary, when Telco is the primary toll carrier for an independent LEC in the State and such independent LEC originates a call that terminates on Carrier's network, Carrier will bill, and Telco will pay, compensation to Carrier for toll traffic originating from such independent LEC and terminating on Carrier's network as though the traffic originated on Telco's network.

8.8 Transit Traffic Percentage. As of the Effective Date hereof, the Parties cannot accurately measure the amount of Transit Traffic delivered by the Parties to each other through the Interconnection Arrangements provided for herein. Accordingly, the Parties agree that twenty-five percent (25%) of the traffic exchanged

hereunder in each direction shall be deemed Transit Traffic. Notwithstanding the foregoing, should either Party provide to the other Party a State-specific traffic study and/or other network information regarding Transit Traffic in complete and appropriate form (determined in good faith) ("Transit Traffic Information"), the Parties shall use such Transit Traffic Information to negotiate the appropriate percentage of traffic exchanged hereunder that is deemed Transit Traffic. If such Transit Traffic Information is provided within ninety (90) days after this Agreement is executed by duly authorized representatives of both Parties, then any revised percentage of traffic deemed Transit Traffic, which is derived using such Transit Traffic Information, shall be effective as of the date on which the Transit Traffic Information was provided to the other Party, but no earlier than the Effective Date of this Agreement; otherwise, such revised percentage of traffic deemed Transit Traffic, which is derived using such Transit Traffic Information, shall be effective as of the date such Transit Traffic Information was provided in complete and appropriate form (determined in good faith) to the other Party. Any revised percentage of traffic exchanged hereunder deemed to be Transit Traffic that becomes effective during the Initial Term of the Agreement will remain in effect during the Initial Term of the Agreement. After the expiration of the Initial Term hereof, the percentage of traffic exchanged hereunder deemed Transit Traffic during the Initial Term shall remain in effect thereafter unless either Party provides new Transit Traffic Information to the other Party. In such case, the Parties shall use that new Transit Traffic Information to renegotiate in good faith a new revised percentage of traffic exchanged hereunder deemed Transit Traffic. Renegotiation of the percentage of traffic exchanged hereunder deemed Transit Traffic after the Initial Term shall occur no more frequently than once every twenty-four (24) months.

9. TRANSMISSION AND ROUTING OF EXCHANGE ACCESS SERVICE TRAFFIC

9.1 Scope. This Section provides the terms and conditions for the exchange of traffic between Carrier's network and Telco's network for Switched Access Services to IXC's, thus enabling Carrier Customers to access IXC's for the exchange and routing of interMTA and interLATA calls.

9.2 IXC Traffic.

- 9.2.1 Carrier may send traffic to IXC's via Type 2A interface utilizing Feature Group D protocol.
- 9.2.2 If interexchange traffic is handed from Telco directly to an IXC, from Carrier directly to an IXC, from Carrier to an IXC via Interconnection Trunks with Type 2A interfaces, or from an IXC directly to Telco, or from an IXC to Carrier via Interconnection Trunks with Type 1 or 2A interfaces, access charges shall not apply to Carrier.
- 9.2.3 When used in the Carrier-to-Telco direction, Interconnection Arrangements employing a Type 2A interface may be provided to a Telco Tandem Switch to transport calls from Carrier's MSC to an IXC's Switched Access Services Feature Group D service at the same Tandem Switch. This arrangement requires a separate Interconnection Trunk Group employing a Type 2A interface. Carrier will provide Telco with documentation of an agreement between Carrier and each such IXC for the delivery of such calls.

9.3 InterMTA Traffic.

- 9.3.1 As of the Effective Date hereof, the Parties cannot accurately measure the amount of Carrier-to-Telco InterMTA Traffic delivered by Carrier to Telco through the Interconnection Arrangements provided for herein. Accordingly, for purposes of this Agreement, the Parties agree that twelve percent (12%) of the Carrier-to-Telco traffic delivered by Carrier to Telco through the Interconnection Arrangements provided for herein shall be deemed InterMTA Traffic. No amount of Telco-to-Carrier traffic shall be deemed InterMTA Traffic. Notwithstanding the foregoing, should either Party provide to the other Party State specific network engineering information, a State specific InterMTA Traffic study, and/or other support in complete and appropriate form (determined in good faith) ("InterMTA Traffic Information"), the Parties shall use such InterMTA Traffic Information to negotiate in good faith a mutually acceptable percentage of Carrier-to-

Telco traffic delivered by Carrier to Telco that is deemed InterMTA Traffic. If such InterMTA Traffic Information is provided within ninety (90) days after this Agreement is executed by duly authorized representatives of both Parties, then any revised percentage of Carrier-to-Telco traffic deemed InterMTA Traffic, which is derived using such InterMTA Traffic Information, shall be effective as of the date such InterMTA Traffic Information was provided to the other Party, but no earlier than the Effective Date of this Agreement; otherwise, such revised percentage of Carrier-to-Telco traffic deemed InterMTA Traffic, which is derived using such InterMTA Traffic Information, shall be effective as of the date such InterMTA Traffic Information was provided in complete and appropriate form (determined in good faith) to the other Party. Any revised percentage of Carrier-to-Telco traffic deemed InterMTA Traffic that becomes effective during the Initial Term of this Agreement will remain in effect during the Initial Term hereof. After the expiration of the Initial Term, the percentage of Carrier-to-Telco traffic deemed InterMTA Traffic during the Initial Term shall remain in effect thereafter until either Party provides new InterMTA Traffic Information to the other Party. In such case, the Parties shall use the new InterMTA Traffic Information to renegotiate in good faith a new revised percentage of Carrier-to-Telco deemed InterMTA Traffic. Renegotiation of the percentage of Carrier-to-Telco traffic deemed InterMTA Traffic after the Initial Term shall occur no more frequently than once every twenty-four (24) months.

10. TRANSMISSION AND ROUTING OF OTHER TYPES OF TRAFFIC

10.1 Ancillary Services Traffic.

- 10.1.1 When delivering Ancillary Services traffic to Telco, Carrier must use at least one connection in each LATA dedicated solely for Ancillary Services traffic. The connection used must be an Ancillary Services Connection.
- 10.1.2 Notwithstanding Section 10.1.1 hereof, 411 and/or operator services traffic may be delivered through a dedicated Interconnection Trunk employing a Type 2A interface to a Telco Operator Services Switch.

10.2 Wireless 911 Services.

- 10.2.1 With respect to all matters relating to 911 and/or E911 Services, the Parties shall: (i) continue to handle such services as they do today and (ii) work together to meet any and all applicable requirements mandated under Applicable Laws. The Parties acknowledge and agree that as applicable requirements are met and implemented, additional charges for 911 and/or E911 Services may apply.
- 10.2.2 For the provision of 911 and/or E911 Services, Carrier may provide its own Facilities or purchase Facilities from a third party to connect its network with Telco's 911 Tandem. Alternatively, Carrier may purchase appropriate Facilities from Telco.
- 10.2.3 Provision of 911 and/or E911 Services under this Agreement are according to applicable tariff, this Section 10.2 (Wireless 911 Services) and, as to E911 only, pursuant to terms and conditions mutually agreed upon by the Parties prior to the provision of E911.
- 10.2.4 Wireless E911 Services are not considered Ancillary Services and cannot be provided using Ancillary Services Connections.
- 10.2.5 **THIS SECTION APPLIES ONLY TO TEXAS:** Within thirty (30) days of Carrier providing Telco with notice, pursuant to Section 5.1.1 (Facilities) hereof, of commencement of the origination of Carrier-to-Telco traffic, Telco and Carrier shall notify The Advisory Commission on State Emergency Communications for the State of Texas if they are routing 911/E911 calls to seven or ten digit screening numbers instead of directly through as 911/E911 calls and they shall specify the areas where such is occurring and

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Carriers. Carrier will agree to abide by the cessation notice and cease using reverse billing as provided herein.

11. NUMBER PORTABILITY.

11.1 Regulatory Requirements. The Authorized Services provided by Carrier are currently excluded by the FCC from number portability requirements. Accordingly, Carrier has no obligation to provide number portability. If at some point, the Authorized Services are subject to number portability requirements, the Parties shall negotiate in good faith the changes necessary in this Agreement to effectuate number portability in accordance with Applicable Laws. If Carrier is then required to port numbers, Telco will not administer the database for those numbers, absent separate agreement.

11.2 Blocking. The Parties reserve the right to block default routed calls incoming to their networks in the event of significant network failure in order to protect their network from overload, congestion, or failure propagation. If Telco implements a process by which it notifies other CMRS providers when Telco blocks default routed traffic to such providers, Telco will make such process available to Carrier on the same terms and conditions as it is available to such other CMRS providers.

11.3 Number Portability.

11.3.1 If the Authorized Services are subject to number portability requirements, the Parties agree to implement such number portability requirements, in compliance with FCC or Commission orders, within and between their networks as soon as technically feasible, but no later than the schedule established by the FCC or the Commission.

11.3.2 Each Party shall recover its costs for number portability in accordance with FCC or Commission orders.

11.3.3 Except as otherwise agreed between the Parties in writing, to the extent that a Party performs a query or is required to perform a query pursuant to its obligations under any Applicable Laws or this Agreement, that Party will make such arrangements to perform its own queries for ported calls on an N-1 basis, where N is the entity terminating the call to the end-user. If Telco is the entity terminating a call to an end-user and Carrier originates the call, then Carrier is the N-1 entity, and if Carrier fails to make the appropriate query, Telco will charge Carrier in accordance with Telco's applicable tariff. If Carrier is the entity terminating a call to an end-user and Telco either originates the call or the call is Transit Traffic delivered to Carrier by Telco, then Telco is the N-1 entity, and Telco shall make the appropriate query.

11.3.4 The Parties shall cooperate in conducting testing to ensure interconnectivity between their networks. Each Party shall inform the other of any network updates that may affect the other's network and shall, at the other's request, perform tests to validate the operation of the network.

11.3.5 If the Authorized Services are subject to number portability requirements, prior to the date that number portability is implemented by both Parties, the Parties agree to cooperatively establish terms, conditions, and procedures for porting telephone numbers.

12. COMPENSATION FOR LOCAL AUTHORIZED SERVICES INTERCONNECTION

12.1 Compensation for Local Calls Transport and Termination. Subject to the limitations set forth herein, Telco shall compensate Carrier for the transport and termination of Local Calls originating on Telco's network and terminating on Carrier's network, and Carrier shall compensate Telco for the transport and termination of Local Calls originating on Carrier's network and terminating on Telco's network. The rates of each Party for such transport and termination of Local Calls are set forth in Appendix -Pricing (Paging). Compensation for Local Calls shall apply solely to the transport and termination of Local Calls, which shall not include, without limitation, the following:

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- 12.1.1 Non-Authorized Services traffic;
- 12.1.2 Traffic which does not consist of Local Calls, including, but not limited to, interstate access roaming traffic;
- 12.1.3 Toll-Free Service calls (e.g., 800/888), Information Services Traffic, 500 and 700 calls;
- 12.1.4 InterMTA traffic;
- 12.1.5 Transit Traffic;
- 12.1.6 Any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission.

12.2 Internet Traffic. The Parties agree that Internet Traffic between them, if any, is presently *de minimis*. At such time as either Party can economically track and measure such Internet Traffic, such Party may remove such Internet Traffic from the calculation of reciprocal compensation between the Parties by providing to the other Party appropriate evidence of the existence of such Internet Traffic. Records will be retained of all such removed Internet Traffic. Upon the conclusion of FCC proceeding CC Docket No. 99-98, the compensation rate established in that proceeding applicable to Internet Traffic (or, if no such rate is established in that proceeding, a compensation rate otherwise established pursuant to the requirements of such proceeding) shall be applied retroactively to all removed traffic as described above.

12.3 Measuring Calls as Local Calls. In order to measure whether traffic comes within the definition of Local Calls for purposes of calculating reciprocal compensation, the Parties agree as follows:

- 12.3.1 For Telco, the origination or termination point of a call shall be the V & H coordinates of the End Office Switch that serves, respectively, the calling party (when such call is originated by Telco) or called party (when such call is originated by Carrier) at the beginning of the call.
- 12.3.2 For Carrier, the origination or termination point of a call shall be the V & H coordinates of the Carrier's MSC which serves, respectively, the calling party (when such call is originated by Carrier) or called party (when such call is originated by Telco) at the beginning of the call.

12.4 Billing And Recording.

- 12.4.1 Each Party will record its terminating traffic. Each Party will perform the necessary call recording and rating for its respective portions of an interchanged call. Each Party shall be responsible for billing and collection from their respective Customers for the Telecommunications Services such party provides such Customer. Each Party shall use procedures that record and measure actual usage for purposes of providing invoices to the other Party pursuant to this Agreement. To the extent that Telco does not record the actual amount of Telco-to-Carrier traffic, exclusive of Third Party Traffic (as defined in Section 12.4.2 below), and Carrier does not have the ability to record actual amount of such Telco-to-Carrier traffic, Carrier shall bill Telco the charges for interchanged calls as set forth in Sections 12.4.2 and 12.4.3 hereof.
- 12.4.2 When Telco does not record the actual amount of Telco-to-Carrier traffic, exclusive of Third Party Traffic, and Carrier does not have the ability to record the actual amount of such Telco-to-Carrier traffic, the Parties agree to use a Surrogate Billing Factor to determine the amount of Telco-to-Carrier traffic. For purposes of this section, Third Party Traffic means any traffic which originates from Telecommunications Carriers other than Telco including, but not limited to, Transit Traffic, ported number traffic, call forwarded traffic from a third party LEC, and traffic originated by other Telecommunications Carriers using partial number blocks, InterMTA traffic, and IXC traffic. Unless otherwise mutually agreed upon by the Parties, the Surrogate Billing Factor, shall be deemed to be equal to the Shared Facility Factor stated in Appendix - Pricing (Paging). When using the

Surrogate Billing Factor instead of recording actual usage, the amount of Telco-to-Carrier Conversation MOUs for Local Calls shall be deemed to be equal to the product of (i) the Carrier-to-Telco Conversation MOUs for Local Calls (based on Telco's monthly bill to Carrier) divided by the difference of one (1.0) minus the Surrogate Billing Factor, and (ii) the Surrogate Billing Factor. When using the Surrogate Billing Factor, Carrier shall bill Telco the charges due under this Section 12 (COMPENSATION FOR LOCAL AUTHORIZED SERVICES INTERCONNECTION) based solely on the calculation contained in the preceding sentence.

- 12.4.3 When Carrier uses the billing method set forth in Section 12.4.2, Carrier shall use the Telco invoice to identify the Telco CLLI codes from which the traffic is delivered to Carrier as well as the number of Conversation MOU for each inbound trunk route. All adjustment factors and resultant adjusted amounts shall be shown for each line item, including as applicable, but not limited to, the Surrogate Billing Factor from Section 12.4.2, the blended call set-up and duration factors, the adjusted call set-up and duration amounts, the appropriate rate, amounts, etc.

12.5 Compensation for Interconnection Arrangements. The following shall apply for Interconnection Arrangements used solely for the transport of Interconnection traffic between the Parties' respective networks.

- 12.5.1 Originating Party Provides Its Own Interconnection Arrangements. When a Party uses its own Interconnection Arrangements (either through self provisioning, or through purchase of Facilities from the other Party or from third parties) to deliver traffic originating on its network to the POI, such Party shall provide such Interconnection Arrangements at its sole cost and expense; provided, however, that to the extent a Party delivers traffic not originating on its network to the POI, the terminating Party shall pay an amount equal to the costs of such Interconnection Arrangements times the percentage of traffic deemed Transit Traffic pursuant to Section 8.8 (Transit Traffic Percentage) hereof unless Carrier's Updated Network Information shows that the Facility mileage average in a State in which Carrier has Interconnection Arrangements with Telco is at or below the State Facility Mileage Average for such State set forth in Section 5.1.3 (Existing Interconnection Arrangements), in which case Telco shall use its own Interconnection Arrangements to deliver all traffic to the POI at its sole cost and expense and no compensation under this Section 12.5 (Compensation for Interconnection Arrangements) shall be due to or from Carrier.
- 12.5.2 Originating Party Uses Terminating Party's Facilities. When a Party uses Interconnection Arrangements dedicated to the transmission of Authorized Services traffic between the Parties' two networks, which are provided by the other Party (either through self provisioning, or through the purchase of Facilities from the other Party or from third parties), to deliver Interconnection traffic originating on its network, and such Interconnection Arrangements are also used by such other Party to deliver such other Party's own Interconnection traffic to such Party, such Party will reimburse the other Party for a proportionate share of the cost of Interconnection Arrangements incurred by the other Party under this Agreement; provided, however, that for Interconnection Arrangements utilizing DS-3 Facilities, if the total Facilities charges for the number of active DS-1s in such Facilities dedicated to the delivery of Interconnection traffic provided on an individual basis (that is, Facility charges for smaller Facilities than the Facility on which compensation is sought) would be less than the Facilities charges for the DS-3 Facilities, then the Facilities charges related to such DS-3 Facilities shall be negotiated between Telco and Carrier on a case by case basis, within sixty (60) days after the date this Agreement is executed by duly authorized representatives of both Parties as to existing Facilities, and as to new Facilities as such Facilities are put in place; provided, further, that

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the Parties reserve their rights as to whether sharing of costs is required or appropriate for the costs of shared Facilities higher than DS-3. In any instance covered by this Section 12.5.2, the following applies:

12.5.2.1 If either Party can measure the actual amount of traffic delivered to it over such Interconnection Arrangements at any time during the term hereof, the Parties will negotiate in good faith compensation arrangements for the allocation of the applicable Interconnection Arrangements costs between them with the Party, who is delivering Interconnection traffic originating on its network through Interconnection Arrangements provided by the other Party, paying a proportion of the costs of such Interconnection Arrangements equal to the proportion of the traffic originated by such Party over the total traffic exchanged over the Interconnection Arrangements.

12.5.2.2 If neither Party can measure the actual amount of traffic delivered to it over such Interconnection Arrangements during the term hereof, the Party, who is delivering Interconnection traffic originating on its network through Interconnection Arrangements provided by the other Party, shall pay to the other Party providing such Interconnection Arrangements the costs of such Interconnection Arrangements times either (a) when Telco is providing such Interconnection Arrangement, the Shared Facility Factor set forth in Appendix - Pricing (Paging) or (b) when Carrier is providing such Interconnection Arrangement, the difference of 1 minus the Shared Facility Factor set forth in Appendix - Pricing (Paging); provided, however, that either Party may submit to the other Party a traffic study, a reasonable estimate of its traffic with supporting justification for such estimate, and/or other network information in complete and appropriate form (determined in good faith)("Shared Facility Information") that the Parties will use to negotiate in good faith a different Carrier-specific Shared Facility Factor. The Shared Facility Information must be Carrier-specific and relate to ~~Carrier's~~ network in the State; it shall not be based on industry average data or the data of other Telecommunications Carriers. If such Shared Facility Information is provided within ninety (90) Days after the date this Agreement is executed by duly authorized representatives of both Parties, then any Carrier-specific Shared Facility Factor derived using such Shared Facility Information shall be effective as of the date on which the Shared Facility Information was provided in complete and appropriate form (determined in good faith) to the other Party, but no earlier than the Effective Date of this Agreement; otherwise, the Carrier-specific Shared Facility Factor will be effective as of the date the amended Agreement containing that new Shared Facility Factor is approved by the Commission. The Carrier-specific Shared Facility Factor shall remain in effect during the Initial Term of the Agreement. After the expiration of the Initial Term hereof, the Carrier-specific Shared Facility Factor shall remain in effect until either Party provides new Shared Facilities Information to the other Party. In such case, the Parties shall use that new Carrier-specific Shared Facility Information to renegotiate in good faith a new revised Carrier-specific Shared Facilities Factor. Renegotiation of the Carrier-specific Shared Facility Factor shall occur no more frequently than once every twenty-four (24) months. The Shared Facility Factor represents Carrier's portion of the cost of Interconnection Arrangements used for traffic originated by both Parties and is calculated based on the relative traffic volumes of Local Calls, less any traffic excluded under Subsections 12.1.1 through 12.1.6 hereof.

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- 12.5.3 CCS Charges. If Carrier converts to CCS signaling, the Parties shall share in the costs of such CCS signaling on a basis that is at least as favorable to Carrier as Telco shares the costs of such CCS signaling with any other CMRS Carrier in the State.

13. BILLING AND PAYMENT

13.1 Delivery of Invoices. Not later than thirty (30) days following the end of each monthly billing cycle, each Party shall deliver to the other Party an invoice reflecting the amount due from the other Party for charges attributable to the month covered by such billing cycle. Carrier will either bill Telco under separate invoice for Telco's proportionate share of Interconnection Arrangements, as stated within Section 12.5 (Compensation for Interconnection Arrangements), or, if available, Telco may automatically net their proportionate use from the invoice provided to Carrier.

13.2 Charges and Payment.

13.2.1 Payment. Each Party agrees to pay the other all undisputed billed amounts by the earlier of (i) the payment date, which may be set no earlier than thirty (30) days after the bill date, or (ii) the next bill date (i.e. the same date in the following month as the bill date). The undisputed portions of all bills are to be paid when due. If the date on which a bill is due as provided above is on a day other than a business day, payment will be made on the next business day. Payments will be made in U.S. dollars.

13.2.2 Usage Sensitive Charges. All usage-sensitive charges hereunder shall be billed monthly in arrears by both Parties.

13.2.3 Non-usage Sensitive Charges. All non-usage-sensitive monthly charges, including, but not limited to, all charges for Interconnection Arrangements, shall be billed monthly in advance, except those charges due for the initial month, or a portion of the initial month during which new Services or Facilities are provided, which will be included in the next bill rendered.

13.2.4 Facilities Charges. All Facilities charges owed to Carrier by Telco under Section 12.5 (Compensation for Interconnection Arrangements), above, shall be billed by Carrier to Telco thirty (30) days following receipt by Carrier of Telco's invoice.

13.2.5 Late Payment Charge. Bills will be considered past due thirty (30) days after the bill date or by the next bill date (i.e., same date as the bill date in the following month), whichever occurs first, and are payable in immediately available U.S. funds. If the amount billed is received by the billing Party more than thirty (30) days after the bill date or after the next bill date, or if any portion of the payment is received by the billing Party in funds which are not immediately available to the billing Party, or if payment is not in U.S. dollars, then a late payment charge will apply to the unpaid balance. The late payment charge for bills rendered by Telco if there is an applicable State tariff will be as set forth in Telco's applicable State tariff. The late payment charge for bills rendered by Carrier, and, if there is no applicable Telco state tariff in the State, for bills rendered by Telco, will be as follows: any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1 1/2%) per month or (ii) the highest rate of interest that may be charged under Applicable Law.

13.2.6 Billing Disputes. The billed Party has sixty (60) days after the receipt of an invoice to dispute in writing the charges on such invoice which have been withheld from the billing Party. Written notice of the billing dispute will include sufficient detail for the billing Party to be able to properly investigate the dispute. If the Parties' billing contacts are unable to resolve the dispute within sixty (60) days after receipt of the written notice, the issue shall be referred to the appropriate senior business representatives who will then have thirty (30) days to resolve the dispute. In the event that the billing dispute cannot be resolved by the appropriate senior business representatives, either Party may proceed in

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accordance with Section 22 (DISPUTE RESOLUTION) hereof.

- 13.2.7 Backbilling. Neither Party may assess charges for Interconnection Arrangements or services provided pursuant to this Agreement which are not billed within one (1) year of the date such charges accrued or should have been charged pursuant to this Agreement. The billed party may dispute such charges in accordance with Section 13.2.6 (Billing Disputes) hereof. This subsection shall not apply when true-ups are provided for in this Agreement or are the result of Section 16.6 (Results of Audits) hereof.
- 13.2.8 Backcredits. Neither Party may request credit for any billing by the other Party pursuant to this Agreement more than one (1) year after the date of the bill on which the service, Interconnection Arrangement, or other charge was billed. Any such request will be in writing, sent to the other Party, and contain sufficient detail to allow the other Party to properly investigate the request. If the request for credit leads to a billing dispute, such dispute shall be handled in accordance with Section 13.2.6 (Billing Disputes) hereof. This subsection shall not apply to requests for credit when the true-ups are provided for in this Agreement or are the result of Section 16.6 (Results of Audits) hereof.
- 13.2.9 Tariffed Items. Where charges specifically refer to tariffed rates, those tariffed charges and those alone shall be deemed amended to conform to any FCC or Commission authorized modifications that may hereafter occur to the tariff rates for such equivalent items. Such amendments shall become effective upon the effective date of tariff modifications. Telco shall provide Carrier with notice in accordance with Applicable Laws but in no event, later than the time of filing of such tariff modification with the Governmental Authority.
- 13.2.10 Adjustments. Subject to Section 13.2.8 (Backcredits) hereof, a Party shall promptly reimburse or credit the other Party for any charges that should not have been billed to the other Party as provided in this Agreement. Such reimbursements shall be set forth in the appropriate section of the invoice. Subject to Section 13.2.7 (Backbilling) hereof, a Party shall bill the other Party for any charges that should have been billed to the other Party as provided in this Agreement, but have not been billed to the other Party.

13.3 Invoice Detail.

- 13.3.1 Invoices between the Parties shall include, but not be limited to the pertinent following information to the extent applicable:
- a. Identification of the monthly bill period (from and through dates)
 - b. Current charges
 - c. The basis for the charges pursuant to Section 13.3.4 hereof
 - d. Past due balance
 - e. Adjustments
 - f. Credits
 - g. Payments
 - h. Contact telephone number for billing inquiries
 - i. Late payment charges
- 13.3.2 The Parties will provide a remittance document with each invoice identifying:
- a. Remittance address
 - b. Invoice number and/or billing account number
 - c. Summary of charges
 - d. Amount due
 - e. Payment due date (at least thirty (30) days from the bill date/date of invoice)

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45. POLES, DUCTS, CONDUITS AND RIGHTS OF WAY.

45.1 Telco shall provide Carrier access to poles, ducts, conduits and rights of way it owns or controls on rates, terms and conditions consistent with Section 224 of the Act and the FCC's Rules.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Southwestern Bell Telephone Company,
Nevada Bell, and The Southern New
England Telephone Company

Verizon Wireless Messaging Services, LLC

By SBC Telecommunications, Inc.,
its authorized agent

By: [Signature]
(Signature) Harry P. Cooper

Name: _____
Title: President-Industry Markets
Date Signed: 9-15-00

By: [Signature]
(Signature)

Name: R.A. Young
Title: President
Date Signed: 9-15-00

Yuma, Arizona RSA Limited Partnership
d/b/a Verizon Wireless Messaging Services

By: AT Arizona II, LLC
Its general Partner

By: [Signature]
Name R.A. Young
Title: Vice President
Date Signed: 9-15-00

LEGAL REVIEW COMPLETE
BY: [Signature]

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Appendix – Pricing (Paging)

MISSOURI

1. The rates for transport and termination shall be as follows.

1.1 Carrier to Telco Reciprocal Compensation Rates Per Minute of Use

Type 2A	Type 2B	Type 1	Transiting
\$.009	\$.004	\$.009	\$.003

1.2 Telco to Carrier Reciprocal Compensation Rates

\$0.0005 per paging call

- 1.3 The Parties agree to compensate each other for the transport and termination of Local Calls delivered to the other Party at the rates set forth in Section 1.1 and 1.2 of this Appendix – Pricing (Paging) (“Default Rates”). Notwithstanding the foregoing, should Carrier submit to Telco State specific network engineering information together with a confidential forward-looking, long run incremental cost study performed by Carrier and Carrier’s cost experts, the Parties shall negotiate in good faith new compensation rates for the transport and termination of Local Calls exchanged hereunder using such State specific network engineering information, confidential forward-looking, long run incremental cost study, and other information otherwise known to the Parties; provided, however, that Telco shall not be obligated to negotiate a new compensation rate for the transport and termination of Local Calls more than once during the period of time from the execution of this Agreement by duly authorized representatives of both Parties through the Initial Term hereof and not more than once every twenty-four (24) months thereafter. Any new compensation rate for the transport and termination of Local Calls will be based specifically upon the specific network architecture, network equipment, and other costs of both Parties’ networks, as reflected in the information provided by Carrier to Telco, as well as other transport and termination cost information otherwise known to Telco. If such cost study and other information is submitted in complete and appropriate form (determined in good faith) within ninety (90) days after the date this Agreement is executed by duly authorized representatives of both Parties and the Parties can mutually agree on a new compensation rate for transport and termination of Local Calls, such new compensation rates will replace the Default Rate stated above as of the date such information was provided to the other Party, but no earlier than the Effective Date; otherwise, the new Carrier-specific compensation rate will be effective on the date such information was provided in complete and appropriate form (determined in good faith) to the other Party. The Parties agree to amend this Agreement to include any such new compensation rates for the transport and termination of Local Calls.

2. Carrier Facilities will be provided at the same rates, terms, and conditions that similar Facilities are provided by Telco.

3. Shared Facility

3.1 Shared Facility Factor – 25%

4. InterMTA Traffic

4.1.1 InterMTA Rates (to be paid to Telco by Carrier on applicable InterMTA calls) : \$.007969

5. Other Charges

5.1 Selective Class of Call Screening

	Per Month	Nonrecurring Charge
Per BAN	\$53.00	\$340.00

5.2 Cancellation Charge A charge is calculated as the product of the number of business days from order application through the order cancellation multiplied by the average daily charge of the service ordered, plus the Access Order Charge. The Access Order Charge is governed by Telco's applicable interstate Access Services tariff.

5.3 Rollover Charges A rollover is a Carrier initiated move that involves a change of a Point of Termination from an existing service within the same Carrier premises. The nonrecurring charge associated with the installation of that service (i.e., the Rollover Charge) applies when Carrier requests a rollover.

5.4 Charges for miscellaneous other items such as Change in Service Arrangement, Additional Engineering, Additional Labor Charges, Access Order Charge, Design Change Charge, Service Date Change Charge, ACNA, Billing Account Number (BAN) and Circuit Identification Change Charges, and Supercedure charges are governed by Telco's applicable interstate Access Services tariff.

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FILED

OCT 6 2000

AMENDMENT NO. 1
TO THE AGREEMENT FOR INTERCONNECTION

Missouri Public
Service Commission

IA 20010014

BY, BETWEEN AND AMONG
VERIZON WIRELESS MESSAGING SERVICES, LLC AND
YUMA, ARIZONA RSA LIMITED PARTNERSHIP
AND
SOUTHWESTERN BELL TELEPHONE COMPANY,
NEVADA BELL, AND THE SOUTHERN NEW ENGLAND
TELEPHONE COMPANY

THIS AMENDMENT NO. 1 ("Amendment"), dated September 15, 2000, is by, between and among Southwestern Bell Telephone Company, Nevada Bell, and The Southern New England Telephone Company (collectively "Telco") and Verizon Wireless Messaging Services, LLC and Yuma, Arizona RSA Limited Partnership (collectively "Carrier"). Telco and Carrier each are referred to as a "Party" to this Amendment and collectively are referred to as the "Parties" to this Amendment.

WHEREAS, Telco and Carrier are entering into an Agreement for Interconnection, of even date herewith ("Agreement"), to interconnect their respective networks in Texas, Kansas, Missouri, Nevada, and Connecticut (collectively "States");

WHEREAS, Carrier has provided Telco with certain confidential traffic studies, cost studies, and network information regarding Carrier's network in the States; and

WHEREAS, based upon such Carrier confidential traffic studies, cost studies, and network information, the Parties have agreed to amend the Agreement in certain aspects.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, the Parties, intending to be legally bound, hereby amend the Agreement as follows:

1. The following new Section 8.8.1 is added to Section 8.8 (Transit Traffic Percentage) of the Agreement at the end thereto:

Pursuant to the procedure established in Section 8.8 (Transit Traffic Percentage) hereof regarding the use of a State specific traffic study to establish the percentage of traffic exchanged hereunder deemed Transit Traffic, Carrier has provided Telco with certain confidential network traffic information relating to Carrier's network architecture, including, but not limited to, the delivery generally of Toll Free Services over separate facilities obtained by Carrier, the degree to which Carrier has established direct connections with other Telecommunications Carriers for Telco-to-Carrier Authorized Service traffic in the State, and the coverage and nature of Carrier's Authorized Services in the State. Based on such confidential network traffic information and certain other traffic related information otherwise known to Telco, the Parties agree that, notwithstanding the percentages set forth in Section 8.8 (Transit Traffic Percentage), the amount of traffic exchanged hereunder in each direction deemed to be Transit Traffic shall be for Connecticut - nine percent (9%), for Kansas - seventeen percent (17%), for Missouri - ten percent (10%), for Nevada - seventeen percent (17%), and for Texas - sixteen percent (16%), of the total amount of traffic exchanged hereunder between the Parties. If the Parties should elect to enter into Interconnection Arrangements in a State other than those listed in the preceding sentence, the Parties shall negotiate in good faith and mutually agree on the appropriate percentage of total traffic exchanged thereunder which shall be deemed to be Transit Traffic in such State based upon Carrier's routing of Toll Free Services traffic in the State, the degree to which Carrier has established direct connections with other Telecommunications Carriers for Authorized Services traffic in the State, the coverage and nature of Carrier's Authorized Services in the State, and other traffic related information otherwise know to Telco. The percentage of total traffic exchanged hereunder deemed to be Transit Traffic will remain in effect during the Initial Term of this Agreement.

2. The following new Section 9.3.1.1 is added to Section 9.3.1 of the Agreement at the end thereto:

Pursuant to the procedure established in Section 9.3.1 hereof regarding the use of State specific network engineering information, State specific InterMTA Traffic studies, and/or other support to establish the percentage of traffic exchanged hereunder deemed InterMTA Traffic, Carrier has provided Telco with certain confidential network traffic information relating to Carrier's network architecture, including, but not limited to, information regarding the degree to which Toll Free Services are delivered over separate Facilities obtained by Carrier, the degree to which Carrier has established direct connections with other Telecommunications Carriers for Telco-to-Carrier Authorized Service traffic in the State, and the coverage and nature of Carrier's Authorized Services in the State. Based on such confidential network traffic information and certain other

information otherwise known to Telco, the Parties agree that the percentage of traffic exchanged hereunder in each direction deemed to be InterMTA Traffic shall be zero percent (0%) of the total amount of traffic exchanged hereunder between the Parties. Notwithstanding Section 9.3.1 hereof, after the Initial Term hereof, the Parties may agree to conduct a study of the InterMTA Traffic and this Agreement shall be amended to include such new approximation of the amount of InterMTA Traffic exchanged hereunder derived from such study as of the date of such study; provided, however, that any such study shall only be conducted if the Parties can agree on an acceptable methodology that will yield an acceptable approximation of the actual amount of InterMTA Traffic actually exchanged hereunder; provided, further, that the Parties can conduct such a study no more frequently than once every twenty-four (24) months.

3. The following new Section 1.3.1 is added to Section 1.3 of the Appendix -- Pricing (Paging) for Connecticut, Kansas, Missouri, Nevada, and Texas at the end thereto:

Pursuant to the procedure established in Section 1.3 of Appendix -- Pricing (Paging) hereof regarding the use of a State specific network engineering information together with a confidential forward-looking, long run incremental cost study performed by Carrier and Carrier's costs experts, to establish the compensation rate for the transport and termination of Local Calls. Carrier has provided Telco with certain confidential network information together with a confidential forward-looking, long run incremental cost study performed by Carrier and Carrier's cost experts. Telco and Telco's experts have reviewed such confidential network information together with the confidential forward-looking, long run incremental cost study performed by Carrier and Carrier's experts. Based on Carrier's representations that it can and does record the actual amount of Telco-to-Carrier traffic, the confidential specific network architecture, network equipment, and other costs of both Parties' networks, as reflected in information provided by Carrier to Telco, Telco's review of the foregoing, as well as other transport and termination cost related information otherwise known to Telco, the Parties have agreed that the compensation rate for transport and termination of Local Calls using Type 1 or Type 2A interfaces terminated by either Party shall be \$.005 per Conversation MOU and the following Transiting Service charges shall continue to apply for all Transit Traffic: Missouri - \$.003 per Conversation MOU; Kansas - \$.002363 per Conversation MOU; Texas - \$.000947 per Conversation MOU; Nevada - \$.006 per Conversation MOU; and Connecticut - \$.009 per Conversation MOU.

4. Except as expressly and specifically modified herein, the Agreement shall remain unmodified.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives.

Southwestern Bell Telephone
Company, Nevada Bell, The Southern New
England Telephone Company

Verizon Wireless Messaging Services, LLC

By SBC Telecommunications, Inc.
their authorized agent

By: [Signature]

Its: f **President-Industry Markets**

Date: 9-15-00

By: [Signature]

Its: President

Date: 9-15-00

Yuma, Arizona RSA Limited Partnership
d/b/a Verizon Wireless

By: AT Arizona II, LLC
Its general partner

By: [Signature]

Its: Vice President

Date: 9-15-00

LEGAL REVIEW COMPLETE
BY: [Signature]

BEFORE THE PUBLIC SERVICE COMMISSION

OF THE STATE OF MISSOURI

Application for Approval of Agreement
for Interconnection between Verizon
Wireless Messaging Services, LLC and
Southwestern Bell Telephone Company

)
) Case No. TO-2001-234
)
)

ORDER APPROVING INTERCONNECTION AGREEMENT

On October 6, 2000, Verizon Wireless Messaging Services, LLC (Verizon) filed an application with the Commission for approval of an interconnection agreement with Southwestern Bell Telephone Company (SWBT) under the provisions of the federal Telecommunications Act of 1996 (the Act). The applicant states that the agreement has been executed by the parties and complies with Section 252 (e) of the Act in that it is not discriminatory to non-party carriers and is consistent with the public interest. The applicant requests expeditious approval of the agreement.

Although SWBT is a party to the Agreement, it did not join in the application. On October 23, 2000, the Commission issued an order making SWBT a party in this case and directing any party wishing to request a hearing to do so no later than November 15, 2000. No requests for hearing were filed.

The requirement for a hearing is met when the opportunity for hearing has been provided and no proper party has requested the opportunity to present evidence. State ex rel. Rex Deffenderfer Enterprises, Inc. v. Public Service Commission, 776 S.W.2d 494, 496 (Mo. App. 1989). Since no one has asked requested a hearing, the Commission may grant the relief requested based on the application.

The Staff of the Commission (Staff) filed a memorandum and recommendation on December 14, 2000, recommending that the Agreement be approved.

Discussion

The Commission, under the provisions of Section 252 (e) of the Act, has authority to approve an interconnection or resale agreement negotiated between an incumbent local exchange company and a new provider of basic local exchange service. The Commission may reject an interconnection or resale agreement only if the agreement is discriminatory or is inconsistent with the public interest, convenience and necessity.

The Staff memorandum recommends that the Agreement be approved, and notes that the Agreement meets the limited requirements of the Act in that it does not appear to be discriminatory toward nonparties, and does not appear to be against the public interest. Staff recommends that the Commission direct the parties to submit any further modifications or amendments to the Commission for approval. Staff recommends that the parties be directed to submit to the Staff a copy of the agreement with pages numbered seriatim.

Findings of Fact

The Missouri Public Service Commission, having considered all of the competent and substantial evidence upon the whole record, makes the following findings of fact.

The Commission has considered the application, the supporting documentation, and Staff's recommendation. Based upon that review, the Commission concludes that the Agreement meets the requirements of the Act in that it does not unduly discriminate against a nonparty carrier, and implementation of the Agreement is not inconsistent with the public interest, convenience and necessity. The Commission finds that approval of the Agreement should be conditioned upon the parties submitting any modifications or amendments to the Commission for approval pursuant to the procedure set out below.

Modification Procedure

The Commission has a duty to review all resale and interconnection agreements, whether arrived at through negotiation or arbitration, as mandated by the Act. 47 U.S.C. § 252. In order for the Commission's role of review and approval to be effective, the Commission must also review and approve or recognize modifications to these agreements. The Commission has a further duty to make a copy of every resale and interconnection agreement available for public inspection. 47 U.S.C. § 252 (h). This duty is in keeping with the Commission's practice under its own rules of requiring telecommunications companies to keep their rate schedules on file with the Commission. 4 CSR 240-30.010.

The parties to each resale or interconnection agreement must maintain a complete and current copy of the agreement, together with all modifications, in the Commission's offices. Any proposed modification must be submitted for Commission approval or recognition, whether the modification arises through negotiation, arbitration, or by means of alternative dispute resolution procedures.

Modifications to an agreement must be submitted to the Staff for review. When approved or recognized, the modified pages will be substituted in the agreement, which should contain the number of the page being replaced in the lower right-hand corner. Staff will date-stamp the pages when they are inserted into the agreement. The official record of the original agreement and all the modifications made will be maintained by the Telecommunications Staff in the Commission's tariff room.

The Commission does not intend to conduct a full proceeding each time the parties agree to a modification. Where a proposed modification is identical to a provision that has been approved by the Commission in another agreement, the Commission will take notice of the modification once Staff has verified that the provision is an approved provision, and prepared a recommendation. Where a proposed modification is not contained in another approved agreement, Staff will review the modification and its effects, and prepare a recommendation advising the Commission whether the modification should be approved. The Commission may approve the modification based on the Staff recommendation. If the Commission chooses not to approve the modification, the Commission will establish a case, give notice to interested parties and permit responses. The Commission may conduct a hearing if it is deemed necessary.

Conclusions of Law

The Missouri Public Service Commission has arrived at the following conclusions of law.

The Commission, under the provisions of Section 252(e) (1) of the federal Telecommunications Act of 1996, 47 U.S.C. 252(e) (1), is required to review negotiated resale agreements. It may only reject a negotiated agreement upon a finding that its implementation would be discriminatory to a nonparty or inconsistent with the public interest, convenience and necessity under Section 252 (e) (2) (A). Based upon its review of the Agreement between Verizon and SWBT and its findings of fact, the

Commission concludes that the Agreement is neither discriminatory nor inconsistent with the public interest and should be approved.

IT IS THEREFORE ORDERED:

1. That the interconnection agreement between Verizon Wireless Messaging Services, LLC and Southwestern Bell Telephone Company, filed on October 6, 2000, is approved.

2. That Verizon Wireless Messaging Services, LLC and Southwestern Bell Telephone Company shall submit to the Staff, no later than January 17, 2001, a copy of the agreement with pages numbered seriatim.

3. That any changes or modifications to this Agreement shall be made pursuant to the procedure outlined in this order.

4. That this order shall become effective on January 1, 2001.

5. That this case may be closed on January 2, 2001.

BY THE COMMISSION

Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge

(S E A L)

Mills, Deputy Chief Regulatory Law Judge,
by delegation of authority pursuant
to Section 386.240, RSMo 1994.

Dated at Jefferson City, Missouri,
on this 22nd day of December, 2000.