

**FILED**

SEP 23 1999

Missouri Public  
Service Commission

Exhibit No:  
Issues: Application of Access Tariffs  
Witness: Debra A. Hollingsworth  
Type of Exhibit: Rebuttal Testimony  
Sponsoring Party: SWBT Telephone Company  
Case No: TT-99-428

**SOUTHWESTERN BELL TELEPHONE COMPANY**

**CASE NO. TT-99-428**

**REBUTTAL TESTIMONY**

**OF**

**DEBRA A. HOLLINGSWORTH**

**St. Louis, Missouri**

**September 1999**

**BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI**

In the Matter of Alma Telephone Company's Filing to                     )  
Revise its Access Service Tariff, PSC Mo. No. 2.                     )     Case No. TT-99-428, et al.

**AFFIDAVIT OF DEBRA A HOLLINGSWORTH**

**FILED**<sup>3</sup>

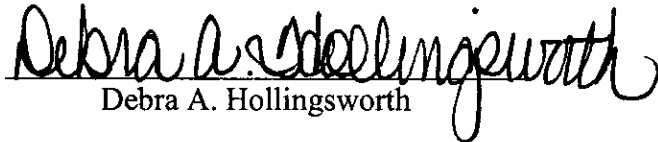
STATE OF MISSOURI                     )  
  )     SS  
CITY OF ST. LOUIS                     )

SEP 23 1999

Missouri Public  
Service Commission

I Debra A. Hollingsworth, of lawful age, being duly sworn, depose and state:

1. My name is Debra A. Hollingsworth. I am presently Area Manager-Rate Administration for Southwestern Bell Telephone Company.
2. Attached hereto and made a part hereof for all purposes is my rebuttal testimony.
3. I hereby swear and affirm that my answers contained in the attached testimony to the questions therein propounded are true and correct to the best of my knowledge and belief.

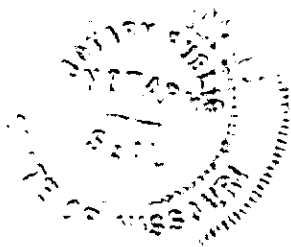
  
Debra A. Hollingsworth

Subscribed and sworn to before me this 21st day of September 1999.

  
Notary Public

My Commission expires January 5, 2000.

MARYANN PURCELL  
Notary Public - Notary Seal  
STATE OF MISSOURI  
ST. LOUIS COUNTY  
MY COMMISSION EXP JAN. 5, 2000



1

2 **Q. WHAT IS YOUR NAME AND BUSINESS ADDRESS?**

3 **A.** My name is Debra Hollingsworth and my business address is One Bell  
4 Center, St. Louis, Missouri.

5

6 **Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?**

7 **A.** I am employed by Southwestern Bell Telephone Company (SWBT) as Area  
8 Manager-Rate Administration for the State of Missouri.

9

10 **Q. HAVE YOU PREPARED AN EXHIBIT WHICH PROVIDES INFORMATION**  
11 **REGARDING YOUR EMPLOYMENT AND EDUCATION?**

12 **A.** Yes, I have. That information is attached as SCHEDULE 1.

13

14 **Q. HAVE YOU PREVIOUSLY FILED DIRECT TESTIMONY IN THIS CASE?**

15 **A.** No, I have not.

16

17 **Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?**

18 **A.** The purpose of my testimony is to respond to the Direct Testimony filed by  
19 Donald D. Stowell, General Manager of MoKan Dial, Inc. on behalf of the Mid-  
20 Missouri Group (MMG). Specifically, my testimony addresses MMG's  
21 proposal to make their switched access rates apply to wireless and  
22 competitive local exchange carriers (CLECs) originated traffic.

23

1 **Q. DOES SWBT BELIEVE THAT MMG'S SWITCHED ACCESS RATES**  
2 **SHOULD APPLY TO TRAFFIC ORIGINATED BY A WIRELESS CARRIER,**  
3 **WHICH TERMINATES ON THEIR NETWORK?**

4 **A.** No. Switched access rates generally do not apply to wireless carrier  
5 originated traffic. The Federal Communications Commission (FCC) has said  
6 that wireless traffic that originates and terminates within the same Major  
7 Trading Area (MTA) is to be considered local traffic and not subject to  
8 interstate or intrastate switched access rates. Missouri has been divided into  
9 two MTAs, one for the Kansas City side of the state, and one for the St. Louis  
10 side of the state.

11  
12 **Q. WHY DOES SWBT BELIEVE THAT MMG'S SWITCHED ACCESS RATES**  
13 **DO NOT APPLY TO WIRELESS CARRIER ORIGINATED TRAFFIC?**

14 **A.** The FCC has long held that access charges should generally not be applied  
15 to wireless carrier traffic. The FCC in its "Policy Statement on Interconnection  
16 of Cellular Systems," which was released in 1986<sup>1</sup>, required LEC's  
17 interconnection rates for terminating cellular calls to be negotiated in good  
18 faith between the cellular operators and telephone companies and it  
19 specifically prohibited LECs from applying access charges:

20 The terms and conditions of interconnection depend, of course on  
21 innumerable factors peculiar to the cellular system, the local telephone  
22 network, and local regulatory policies; accordingly, we must leave the  
23 terms and conditions to be negotiated in good faith between the cellular  
24 operator and the telephone company.

25 . . .

---

<sup>1</sup> In the Matter of the Need to Promote Competition and Efficient Use of Spectrum for Radio Common Carrier Services, Memorandum Opinion and Order, 1996 FCC LEXIS 3878, Appendix B, paragraph 5, released March 5, 1986.

1 Compensation Arrangements. In view of the fact that cellular carriers are  
2 generally engaged in the provision of local, intrastate, exchange telephone  
3 service, the compensation arrangements among cellular carriers and local  
4 telephone companies are largely a matter of state, not federal concern.  
5 We therefore express no view as to the desirability or permissibility of  
6 particular compensation arrangements, such as calling-party billing,  
7 responsibility for the costs of interconnection, and establishment of rate  
8 centers. Such matters are properly the subject of negotiations between  
9 the carriers as well as state regulatory jurisdiction. Compensation may,  
10 however, be paid under contract or tariff provided that the tariff is not an  
11 "access tariff" treating cellular carriers as interexchange carriers, except  
12 as noted in footnote 3.<sup>2</sup>  
13

14 **Q. HOW DOES SWBT HANDLE TRAFFIC THAT WIRELESS CARRIERS**  
15 **ORIGINATE AND TERMINATE TO SWBT?**

16 **A.** SWBT gives wireless carriers two options. Wireless carriers may terminate  
17 traffic to SWBT under SWBT's Wireless Interconnection Tariff or pursuant to  
18 interconnection agreements negotiated under the Telecommunications Act of  
19 1996. In either case, access charges do not apply to this traffic when it  
20 originates and terminates within an MTA.  
21

22 **Q. WHEN WILL WIRELESS TRAFFIC BE TERMINATED USING THE TARIFF**  
23 **AND WHEN WILL SUCH TRAFFIC BE TERMINATED VIA**  
24 **INTERCONNECTION AGREEMENTS NEGOTIATED UNDER THE**  
25 **FEDERAL ACT?**

26 **A.** If SWBT and a wireless carrier have negotiated an interconnection agreement  
27 under the Federal act, and the Commission has approved the agreement,  
28 then traffic will be terminated pursuant to the contractual terms contained in

---

<sup>2</sup> The exception noted by the FCC in a footnote 3 pertained to roaming cellular traffic, which is not at issue here.

1       that agreement. When an interconnection agreement has not been  
2       negotiated with a wireless carrier, the tariff provisions apply.

3  
4       **Q. DOES SWBT'S WIRELESS INTERCONNECTION SERVICE TARIFF**  
5       **PERMIT INTERCONNECTING WIRELESS CARRIERS TO SEND THEIR**  
6       **CUSTOMERS' CALLS THROUGH SWBT'S NETWORK FOR**  
7       **TERMINATION ON ANOTHER TELECOMMUNICATION CARRIERS'**  
8       **NETWORK?**

9       **A.** Yes. In such instances, SWBT charges only for transiting, not for termination.  
10       And there are certain requirements under the tariff that the wireless carrier  
11       must meet in order to use SWBT's network to send such traffic.

12  
13       **Q. WHAT ARE THOSE REQUIREMENTS?**

14       **A.** If a wireless carrier sends traffic through SWBT's network for termination  
15       on another telecommunication carrier's network, the wireless carrier must  
16       establish its own compensation arrangements with the other  
17       telecommunications carriers for the termination of that traffic. In addition, the  
18       wireless carrier must agree to indemnify, defend and hold SWBT harmless  
19       against any charges another telecommunications carrier may bill SWBT for  
20       terminating that traffic.

**Q. HOW MANY SWBT AND WIRELESS CARRIER INTERCONNECTION**

**AGREEMENTS HAVE BEEN APPROVED BY THE COMMISSION?**

**A.** There are twelve wireless interconnection agreements that have been approved by the Commission:

Name	Case Number	Date Approved
AT&T Wireless	TO-97-474	07/16/97
Ameritech Mobile	TO-97-523	08/27/97
Sprint Spectrum L.P.	TO-98-29	10/15/97
Western Wireless Corp.	TO-98-12	1/07/97
U.S. Cellular Corp.	TO-98-37	10/16/97
CMT Partners	TO-98-96	11/25/97
ALLTEL Mobile Communications	TO-98-156	01/06/98
SWB Wireless Inc.	TO-98-219	02/19/98
Dobson Cellular	TO-98-235	02/25/98
Aerial Communications	TO-98-322	04/29/98
Nextel West	TO-99-149	01/06/99
Missouri RSA No. 7 L.P.	TO-99-279	06/03/99

**Q. DO THESE WIRELESS INTERCONNECTION AGREEMENTS CONTAIN LANGUAGE THAT ADDRESSES TRANSMISSION OF TRAFFIC TO THIRD PARTIES?**

**A.** Yes. These agreements contain language that states that the interconnected wireless carriers that wish to send their wireless customers' calls to be terminated in another carrier's network must make terminating compensation

1 arrangements directly with those third parties. For example, the Sprint  
2 Spectrum Interconnection Agreement, at Section 3.1.3 states:

3 **Traffic To Third Party Providers**

4 Carrier and SWBT shall compensate each other for traffic that  
5 transits their respective systems to any Third Party Provider, as  
6 specified in Appendix PRICING. The Parties agree to enter into  
7 their own agreements with Third Party Providers. In the event that  
8 Carrier does send traffic through SWBT's network to a Third Party  
9 Provider with whom Carrier does not have a traffic interchange  
10 agreement, then Carrier agrees to indemnify SWBT for any  
11 termination charges rendered by a Third Party Provider for such  
12 traffic.  
13

14 **Q. DO THE WIRELESS CARRIERS UNDERSTAND THAT THEY HAVE AN**  
15 **OBLIGATION TO NEGOTIATE TERMINATING COMPENSATION**  
16 **AGREEMENTS WITH THE INDEPENDENT LOCAL EXCHANGE**  
17 **CARRIERS?**

18 **A. Yes. The wireless carriers know they have an obligation to negotiate their**  
19 **own terminating compensation arrangements with the ILECs to whom they**  
20 **send their traffic. Not only have they specifically agreed to do so, but they**  
21 **have also submitted these agreements to the Commission for approval. For**  
22 **example, Ameritech Mobile Communications explained to the Commission in**  
23 **Case No. TO-97-523 that it intended to do so pursuant to its Interconnection**  
24 **Agreement with SWBT. On pages 6, 7 and 33 of the transcript from the**  
25 **hearing, in that case, Ameritech Attorney James Mauze addressed the issue**  
26 **of interconnection agreements.**

27 Mr. Mauze: ...and I think we can work out any problems that may exist  
28 with the small telephone companies that they have and even the small  
29 telephone company intervenors, as I understand it, are not opposing  
30 the Commission approving this joint interconnect agreement. So, it's  
31 just a mechanical question or certain agreements that need to be



1 worked out to determine termination charges in both our areas as well  
2 as theirs.

3 ...it behooves us to--to--in order to get the reciprocity to make a  
4 determination or a study to work out something based upon whatever  
5 information we can develop on their traffic terminating in our area as  
6 well as ours in theirs.  
7

8  
9 Later in this same hearing, Commissioner Drainer at page 23, specifically  
10 asked whether Ameritech would work with other local exchange carriers to  
11 reach terminating arrangements:

12  
13 Commissioner Drainer: So, sir, it is your intent, though, to work with  
14 those companies to work out agreements?  
15

16 Mr. Mauze: Right. Exactly.  
17

18 A copy of the relevant pages of the transcript from this hearing is attached to  
19 my testimony as SCHEDULE 2.  
20

21 **Q. MR. STOWELL CLAIMS, ON PAGE 7 OF HIS DIRECT TESTIMONY,**  
22 **THAT WIRELESS CARRIERS HAVE NOT REQUESTED**  
23 **INTERCONNECTION WITH THE MMG COMPANIES. IS SWBT AWARE**  
24 **OF ANY WIRELESS CARRIERS THAT HAVE CONTACTED THE MMG**  
25 **COMPANIES REGARDING INTERCONNECTION?**

26 **A. Yes.** SWBT is aware that several wireless carriers have contacted the  
27 MMG companies and requested to discuss terminating arrangements. In  
28 *TT-97-524*, the Commission required the parties to file copies of all  
29 correspondence from wireless carriers showing their efforts to reach  
30 terminating compensation arrangements. Copies of wireless carriers' letters  
31 to MMG members filed in that case are attached as SCHEDULE 3.

1

2 **Q. DOES THE MMG TARIFF ALSO ADDRESS THE TERMINATION OF**  
3 **TRAFFIC WHICH ORIGINATES ON CLEC NETWORKS?**

4 **A. Yes. As with wireless traffic, the tariff seems to impose access charges on**  
5 **CLEC originated calls.**

6

7 **Q. MR. STOWELL, ON PAGE 6 OF HIS DIRECT TESTIMONY, MENTIONS**  
8 **SWBT'S INTERCONNECTION AGREEMENTS WITH CLECS. HAS SWBT**  
9 **PLACED ANY LANGUAGE IN THESE INTERCONNECTION**  
10 **AGREEMENTS THAT ADDRESSES TRANSMISSION OF TRAFFIC TO**  
11 **THIRD PARTIES?**

12 **A. Yes. SWBT has language in its interconnection agreements that address this**  
13 **issue. For example, our interconnection agreement with AT&T provides:**

14 **Transmission of Traffic to Third Parties**

15 AT&T will not send to SWBT local traffic that is destined for the  
16 network of a third party unless AT&T has the authority to exchange  
17 traffic with that third party.  
18

19 Our Brooks Fiber interconnection agreement says:

20 **Other Obligations of LSP**

21 **Compensation Between LSP and Third Parties**

22 Brooks acknowledges that it has the responsibility to make such  
23 compensation arrangements as may be necessary with third-parties  
24 where traffic originated on Brooks' network is destined to a third-party's  
25 network. Brooks agrees to indemnify and hold harmless SWBT with  
26 respect to any claims or damages arising from any dispute between  
27 Brooks and a third-party concerning compensation for the termination  
28 of Brooks' traffic on such third-party's network. Brooks further agrees  
29 to take all reasonable steps to avoid situations where a third-party

1 would block termination of Brooks' - originated traffic which traverses  
2 SWBT's network.  
3

4 **Q. HAS THE COMMISSION REVIEWED THESE INTERCONNECTION**  
5 **AGREEMENTS?**

6 **A. Yes.** The Commission has reviewed and approved these interconnection  
7 agreements under the Act. In its review, the Commission specifically  
8 addressed the issue of how traffic from CLEC customers destined for third  
9 party LECs should be handled. The Commission has consistently ruled that it  
10 is the responsibility of the carrier whose customer placed the call to make  
11 arrangements for compensating all other carriers involved in terminating its  
12 customer's call. For example, in its Report and Order approving the Dial U.S.  
13 Interconnection Agreement, (which was the first interconnection submitted for  
14 approval in Missouri,) Case No. TO-96-440, issued September 6, 1996, at  
15 page 7, the Commission stated:

16 When Dial US becomes a facilities-based provider or a mixed-mode  
17 provider of basic local exchange service, then it must make arrangements  
18 with other LECs, such as Choctaw, to terminate calls to the other LECs'  
19 customers. Dial US is prohibited by the agreement from sending to SWB  
20 traffic that is "destined for the network of a third party unless and until  
21 compensation arrangements acceptable to Dial US and the third party  
22 have been reached." Interconnection Agreement at 15.XIII.A. The  
23 Commission finds that this provision protects other LECs and removes the  
24 potential for discrimination from the agreement. The agreement,  
25 therefore, does not discriminate against Choctaw.  
26

27 Similarly, the Commission in the AT&T/MCI Arbitration Order Case No.

28 TO-97-40, and TO-97-67, issued December 11, 1996, at page 41, stated:

29 Intermediate transport involves LSPs and independent LECs not a party to  
30 this case. For this reason, it is appropriate that AT&T and MCI must  
31 obtain compensation agreements with the other LSPs or independent  
32 LECs. Until such compensation arrangements can be worked out with the

1 independent LECs, the appropriate intrastate switched access rates  
2 should be used. The switched access rates are already used when toll  
3 traffic is passed between carriers and represents an existing business  
4 arrangement between the companies. Since LSPs and independent LECs  
5 would both be paying non-cost based access rates, they all have an  
6 incentive to negotiate interconnection rates.  
7

8 **Q. HAVE YOU REVIEWED THE SPECIFIC LANGUAGE THE MMG MEMBERS**  
9 **PROPOSE TO ADD TO THEIR ACCESS TARIFFS?**

10 **A. Yes.**  
11

12 **Q. ASIDE FROM THE ISSUE OF THE APPLICABILITY OF ACCESS**  
13 **CHARGES TO WIRELESS ORIGINATED TRAFFIC, DOES SWBT HAVE**  
14 **ANY OTHER CONCERNS WITH THE PROPOSED TARIFF LANGUAGE?**

15 **A. Yes.** The proposed language does not make clear whom charges apply to. It  
16 states that the provisions of their access tariffs apply to "all traffic regardless  
17 of type or origin, transmitted to [the MMG members] . . . by any other carrier,  
18 directly or indirectly . . .". While it may not be MMG's intent, this language  
19 could possibly be read to make MMG access charges apply to tandem  
20 companies through which wireless carriers or CLECs elect to send their  
21 traffic to the MMG members. This would not be appropriate and would be  
22 contrary to both SWBT's wireless tariff and its interconnection agreements  
23 with wireless carriers and CLECs. The Missouri Commission has both in  
24 Case No. TT-97-524 and TO-99-254, reaffirmed the standard industry  
25 practice under which the originating carrier is responsible for compensating all  
26 other carriers for the use of their facilities in carrying and terminating its  
27 customers' calls, not the tandem company. If the Commission is inclined to

1        approve these tariff revisions, it should in its order indicate that the application  
2        of the MMG members' access tariffs is to the originating wireless carrier or  
3        CLEC, not the tandem company that is only performing a transiting function.

4

5        **Q. DOES THIS COMPLETE YOUR REBUTTAL TESTIMONY?**

6        **A. Yes.**

7

8

1                   **SUMMARY OF EDUCATION AND WORK EXPERIENCE**

2

3   **Q. WHAT IS YOUR EDUCATIONAL BACKGROUND?**

4

5   A. I graduated from West Texas A & M University in Canyon, Texas in 1979 with

6       a Bachelor of Science degree in Journalism and Mass Communications. I

7       earned a Master of Arts degree in Management from Webster University in

8       St. Louis, Missouri in 1997.

9

10   **Q. PLEASE DESCRIBE YOUR WORK EXPERIENCE.**

11   A. I was employed by Southwestern Bell from 1979. In my first position, I was

12       responsible for managing Electronic Switching System offices in Corpus

13       Christi, Texas. My responsibilities were expanded in 1980, and I began

14       managing network special services. In 1981, I was moved to San Antonio,

15       Texas to manage the special services field assistance bureau for South

16       Texas. In 1984, was moved to a position in public relations handling

17       community relations for San Antonio, Texas. In 1987, I was moved to the

18       position of Area Manager-External Affairs in Dallas, Texas, and was

19       responsible for constituency relations in Texas. In 1988, Southwestern Bell

20       assigned me to Area Manager-External Affairs in St. Louis, Missouri

21       responsible for issues management/policy development in all five states

22       served. In 1993, I was moved to the position of Area Manager-Rate

23       Administration where I had responsibility for rate and tariff matters relating to

24       Local Service, Rules and Regulations, Integrated Services and Wireless

1 Interconnection. In 1997, I became responsible for Switched Access and  
2 Wireless Interconnection rate and tariff issues.

3

4 **Q. HAVE YOU PREVIOUSLY TESTIFIED IN ANY REGULATORY**  
5 **PROCEEDING?**

6 A. Yes, I testified in Missouri in Case No. TR-93-123, Southwestern Bell's tariff  
7 introducing Caller ID, Case No. TT-97-524 Southwestern Bell's tariff revising  
8 the Wireless Carrier Interconnection Service Tariff, P.S.C. Mo.-No 40, Case  
9 No. TO-99-279, Mid-Missouri Cellular Arbitration and Case No. TA-99-298,  
10 ALLTEL Communications Inc. Certificate of Service Authority.

11

STATE OF MISSOURI  
PUBLIC SERVICE COMMISSION

**FILED**

AUG 25 1997

PUBLIC SERVICE COMMISSION

TRANSCRIPT OF PROCEEDINGS

August 22, 1997  
Jefferson City, Missouri  
Volume I

8-26-97

	FYI	HNDL	FILE
PGL			
LJB			
AKC			
DJH			

In the Matter of the Joint )  
Application of Southwestern )  
Bell Telephone Company and )  
Ameritech Mobile Communications, ) Case No. TO-97-523  
Inc. for Approval of )  
Interconnection Agreement under )  
the Telecommunications Act of )  
1996. )

BEFORE:

GREGORY T. GEORGE, Presiding,  
ADMINISTRATIVE LAW JUDGE.  
SHEILA LUMPE, Chair,  
M. DIANNE DRAINER,  
HAROLD CRUMPTON,  
CONNIE MURRAY,  
COMMISSIONERS.

REPORTED BY:

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1           If the Commission please, a brief opening  
2 statement.

3           We have filed, as you know, the joint  
4 interconnect agreement which -- which governs or which  
5 will govern the relationship between the land-line  
6 carrier and the wireless carrier, in this case  
7 Ameritech Mobile Communications, with Southwestern  
8 Bell Telephone Company, and the terms and the  
9 conditions of that pursuant to the Telecommunications  
10 Act of 1996.

11           The -- just by way of background, we believe  
12 that it is consistent with the public interest,  
13 necessity and convenience and it is not  
14 discriminatory. The Staff did indicate one issue that  
15 they wanted to address that they felt could be  
16 discriminatory, which had to do with the blocking  
17 aspect, that Southwestern Bell would agree not to  
18 block any calls that go into a small telephone company  
19 user field.

20           We've discussed that. We're agreeable to  
21 making that agreement, and I think that would resolve  
22 any problem that the Staff has with regard to it.

23           This Commission has previously approved the  
24 AT&T interconnect agreement. Ours is almost identical  
25 except for that one provision, which we are willing to

1 put in, and I think we can work out any problems that  
2 may exist with the small telephone companies that they  
3 have and even the small telephone company intervenors,  
4 as I understand it, are not opposing the Commission  
5 approving this joint interconnect agreement. So it's  
6 just a mechanical question of certain agreements that  
7 need to be worked out to determine termination charges  
8 in both our areas as well as theirs. That's what we  
9 see. Thank you.

10 ALJ GEORGE: Thank you.

11 Mr. Conroy?

12 MR. CONROY: Good morning. May it please  
13 the Commission? I would echo many of the comments  
14 made by Mr. Mauze. We are here on behalf of  
15 Southwestern Bell, he is here on behalf of Ameritech,  
16 jointly asking the Commission to approve this  
17 interconnection agreement. Both of us represent that  
18 it is in the public interest and does not  
19 discriminate, as far as we can tell, against any  
20 telecommunications carrier not a party to the  
21 agreement, and under Section 252 of the Federal Act,  
22 we believe this agreement should be approved under  
23 that standard.

24 I also have -- Mr. Mauze addressed the issue  
25 of -- the blocking issue. I don't believe it is an

1 Correct?

2 MR. MAUZE: That's correct. And would --  
3 your Honor, it would go the other way also. We  
4 don't -- the little problem -- technology is not  
5 advanced enough to know -- because it's a reciprocal  
6 agreement, and there are coming from the small LECs  
7 into our area, we don't even know how many calls. We  
8 have no way at the present time -- we're going to work  
9 on that.

10 COMMISSIONER DRAINER: Originating traffic?

11 MR. MAUZE: Of terminating traffic in our  
12 territory, which would be offset against the small  
13 LECs. What's good for the goose works for the gander  
14 also, so, I mean, that has yet to be determined, but  
15 we would -- obviously, it behooves us to -- to -- in  
16 order to get the reciprocity to make a determination  
17 or a study or work out something based upon whatever  
18 information we can develop on their traffic  
19 terminating in our area as well as ours in theirs.

20 COMMISSIONER DRAINER: So, sir, it is your  
21 intent, though, to work with those companies to work  
22 out agreements?

23 MR. MAUZE: Right. Exactly.

24 COMMISSIONER DRAINER: And that's not  
25 Southwestern Bell's responsibility? And Southwestern

1 I would think that many more people would be calling  
2 from their wireless phones than would be receiving  
3 calls on their wireless phones, at least the way most  
4 people do business today. Perhaps that will change.

5 But if you assume that that is the case,  
6 then the third-party providers would stand to lose a  
7 lot more if no agreement were reached regarding  
8 termination charges than would the wireless companies.  
9 And if the wireless companies refuse to enter into any  
10 kind of an agreement that was acceptable to the  
11 third-party providers, what recourse would they have?

12 MR. MAUZE: Well -- and there is two things  
13 about that: It behooves us because of the reciprocity  
14 to have some kind of an agreement.

15 COMMISSIONER MURRAY: But you may not suffer  
16 as much as they would have without an agreement?

17 MR. MAUZE: That's a possibility. But we  
18 still don't know what the facts are. I mean, you may  
19 be right on your assumptions. On the other hand, it  
20 may just be the other way around, and we just don't  
21 know. But it would behoove us to enter into those  
22 agreements both ways, and I'm sure we would.

23 COMMISSIONER MURRAY: But if you didn't,  
24 what recourse would they have?

25 MR. MAUZE: They could go and sue us, I



November 7, 1997

Via U.S. Mail  
Mr. David Jones  
Exec. Vice President  
Mid-Missouri Telephone Co.  
215 Roe Street, Box 38  
Pilot Grove, MO 65276

Re: Compensation for the Exchange of Telecommunications Traffic

Dear Mr. Jones:

Western Wireless Corporation, doing business as Cellular One in Missouri, interconnect with Southwestern Bell Telephone for the exchange of telecommunications traffic. Not all of the traffic exchanged between Cellular One and Southwestern Bell Telephone, however, originates or terminates on the network of Southwestern Bell Telephone. This traffic may originate on the network of, for example, an independent telephone company and terminate on the network of Cellular One. As such, Cellular One has a right to receive compensation for terminating that traffic. The opposite also is true. An independent telephone company may terminate traffic that originates on the network of Cellular One and would, likewise, be eligible for terminating compensation. Because it is anticipated that only a de minimis amount of traffic, if any, will be exchanged between Cellular One and Mid-Missouri Telephone Co., a "bill and keep" compensation arrangement would be most appropriate.

If Mid-Missouri Telephone Co. would prefer to establish transport and termination rates for the exchange of traffic, an interconnection agreement would need to be negotiated. Cellular One is willing to enter into an interconnection agreement with Mid-Missouri Telephone Co. if that is your preference. Should you wish to enter into an interconnection agreement with Cellular One, I can provide you with a proposed draft agreement. I can be reached at 425-313-7775.

With Regards,

A handwritten signature in black ink, appearing to read "Gene DeJordy", written over a horizontal line.

Gene DeJordy, Esq.  
Director of Regulatory Affairs

SAUSERS\GENE\LTRLEC1.WPD

Schedule 3-1



November 7, 1997

Via U.S. Mail  
Mr. William Biere  
General Manager  
Chariton Valley Telephone  
P.O. Box 470  
Bucklin, MO 64631

Re: Compensation for the Exchange of Telecommunications Traffic

Dear Mr. Biere:

Western Wireless Corporation, doing business as Cellular One in Missouri, interconnect with Southwestern Bell Telephone for the exchange of telecommunications traffic. Not all of the traffic exchanged between Cellular One and Southwestern Bell Telephone, however, originates or terminates on the network of Southwestern Bell Telephone. This traffic may originate on the network of, for example, an independent telephone company and terminate on the network of Cellular One. As such, Cellular One has a right to receive compensation for terminating that traffic. The opposite also is true. An independent telephone company may terminate traffic that originates on the network of Cellular One and would, likewise, be eligible for terminating compensation. Because it is anticipated that only a de minimis amount of traffic, if any, will be exchanged between Cellular One and Chariton Valley Telephone, a "bill and keep" compensation arrangement would be most appropriate.

If Chariton Valley Telephone would prefer to establish transport and termination rates for the exchange of traffic, an interconnection agreement would need to be negotiated. Cellular One is willing to enter into an interconnection agreement with Chariton Valley Telephone if that is your preference. Should you wish to enter into an interconnection agreement with Cellular One, I can provide you with a proposed draft agreement. I can be reached at 425-313-7775.

With Regards,

Gene DeJordy, Esq.  
Director of Regulatory Affairs

S:\USERS\GENELTRILEC1.WPD

Schedule 3-2

Western Wireless Corporation 2001 NW Sammamish Rd., #100 Issaquah, WA 98027 (425) 313-5200 FAX (425) 313-5520

NOV 7 '97 14:43

206 313 7960

PAGE.014



November 7, 1997

Via U.S. Mail  
Mr. Oral Glasco  
General Manager  
Alma Telephone Co.  
206 S. County Road  
Alma, MO 64001

Re: Compensation for the Exchange of Telecommunications Traffic

Dear Mr. Glasco:

Western Wireless Corporation, doing business as Cellular One in Missouri, interconnect with Southwestern Bell Telephone for the exchange of telecommunications traffic. Not all of the traffic exchanged between Cellular One and Southwestern Bell Telephone, however, originates or terminates on the network of Southwestern Bell Telephone. This traffic may originate on the network of, for example, an independent telephone company and terminate on the network of Cellular One. As such, Cellular One has a right to receive compensation for terminating that traffic. The opposite also is true. An independent telephone company may terminate traffic that originates on the network of Cellular One and would, likewise, be eligible for terminating compensation. Because it is anticipated that only a de minimis amount of traffic, if any, will be exchanged between Cellular One and Alma Telephone Co., a "bill and keep" compensation arrangement would be most appropriate.

If Alma Telephone Co. would prefer to establish transport and termination rates for the exchange of traffic, an interconnection agreement would need to be negotiated. Cellular One is willing to enter into an interconnection agreement with Alma Telephone Co. if that is your preference. Should you wish to enter into an interconnection agreement with Cellular One, I can provide you with a proposed draft agreement. I can be reached at 425-313-7775.

With Regards,

A handwritten signature in dark ink, appearing to read "Gene DeJordy".

Gene DeJordy, Esq.  
Director of Regulatory Affairs

S:\USERS\GENELTRILEC1.WPD

Schedule 3-3

Western Wireless Corporation 2001 NW Sammamish Rd., #100 Issaquah, WA 98027 (425) 313-5200 FAX (425) 313-5520

NOV 7 '97 14:43

206 313 7960

PAGE.015

Cellular Services  
2000 West Ameritech Center Drive  
Hoffman Estates, IL 60195-5000



Richard D. Gove  
Director - Network Planning  
847-765-5872  
847-765-3709 (fax)

October 15, 1997

Mr. Craig Johnson  
P.O. Box 1438  
Jefferson City, MO 65102

via facsimile: 573-634-3422 (17 pages)

Mr. Johnson:

As per our discussion last week, please find attached a draft of an interconnection agreement that we might use to start negotiations with Independent Telephone Companies with which we exchange traffic via transiting another Local Exchange Carrier. In some cases, we offer traffic to these companies via switched access services, which obviates the need for a reciprocal compensation arrangement. However, there are exceptions and hence the need for some type of terminating compensation arrangement.

Please call if you have questions or wish to arrange negotiations with the parties you represent. Our Legal Counsel is Dennis Myers (847-765-5715) if you wish to contact him directly.

Sincerely,

*Richard D. Gove*



**CELLULARONE**

October 17, 1997

Mr. David L. Jones  
Exec. Vice President  
Mid-Missouri Telephone Co.  
215 Roe Street, Box 38  
Pilot Grove, MO 65276

Re: Interconnection

Dear Mr. Jones:

CMT Partners, d/b/a Cellular One, has recently completed the negotiation of interconnection agreements on behalf of its affiliates with Southwestern Bell Telephone Company ("SWB"). These agreements cover the cellular systems that CMT operates in Kansas City (Missouri and Kansas), St. Joseph, Missouri, and Topeka, Lawrence and Wichita, Kansas.

Under these new agreements, SWB and Cellular One agree to deliver traffic to each other for termination at mutually agreed reciprocal rates. These agreements also allow for the transport of traffic that does not terminate on either Cellular One or SWB's networks. This includes traffic that Cellular One and Mid-Missouri Telephone Co. deliver to each other.

Cellular One has reviewed the volume of traffic delivered between our companies and has determined that, at this time, that volume is relatively small. We believe that the process of negotiating an individual agreement between our companies and tracking the traffic terminated for each other on an on-going basis would be an onerous process for a minimal amount of traffic and unduly expensive given the revenues that either Cellular One or Mid-Missouri Telephone Co. could expect to realize. Instead, Cellular One believes that a simple "bill and keep" arrangement would be mutually advantageous. For that reason, we propose that Cellular One and Mid-Missouri Telephone Co. agree to such a "bill and keep" arrangement for the termination of each other's traffic.

If you have any questions or would like to discuss this matter further, please contact Joe Clary, Cellular One's Operations Manager. If we do not hear from you, we will assume that the proposed "bill and keep" arrangement is acceptable and proceed on that basis.

Sincerely,



E. Kirk Golbach  
Director of Finance and Administration





## MID-MISSOURI TELEPHONE COMPANY

215 Roe Street  
P.O. Box 38  
Pilot Grove, Missouri 65276-0038  
Telephone 816-834-3311

Harold A. Jones  
President-Manager

E. LaVern Jones  
Secretary

David L. Jones  
Executive Vice President

October 14, 1997

Mr. Craig S. Johnson  
Andereck, Evans, Milne, Peace & Baumhoer, L.L.C.  
Attorneys At Law  
305 East McCarty Street  
P.O. Box 1438  
Jefferson City, Missouri 65102-3422

Re: Request for Interconnection

Dear Craig,

Pursuant to the Commission's request we have no knowledge of any official request for interconnection or reciprocal compensation from CMRS providers. In addition the only correspondence we have received to date is numerous letters from Southwestern Bell notifying us that they have entered into interconnection agreements with various parties.

Currently AT&T pays Mid-Missouri Telephone Company's switched access charges based on actual recorded terminating minutes of use as recorded by our class 5 switch. I have enclosed a copy of a recent summary page showing the actual minutes billed to AT&T.

Should you have additional questions, please give me a call.

Sincerely,



David L. Jones  
Executive Vice President

# CELLULARONE

October 17, 1997

Mr. William Biere  
General Manager  
Chariton Valley Telephone  
P.O. Box 470  
Bucklin, MO 64631

Re: Interconnection

Dear Mr. Biere:

CMT Partners, d/b/a Cellular One, has recently completed the negotiation of interconnection agreements on behalf of its affiliates with Southwestern Bell Telephone Company ("SWB"). These agreements cover the cellular systems that CMT operates in Kansas City (Missouri and Kansas), St. Joseph, Missouri, and Topeka, Lawrence and Wichita, Kansas.

Under these new agreements, SWB and Cellular One agree to deliver traffic to each other for termination at mutually agreed reciprocal rates. These agreements also allow for the transport of traffic that does not terminate on either Cellular One or SWB's networks. This includes traffic that Cellular One and Chariton Valley Telephone deliver to each other.

Cellular One has reviewed the volume of traffic delivered between our companies and has determined that, at this time, that volume is relatively small. We believe that the process of negotiating an individual agreement between our companies and tracking the traffic terminated for each other on an on-going basis would be an onerous process for a minimal amount of traffic and unduly expensive given the revenues that either Cellular One or Chariton Valley Telephone could expect to realize. Instead, Cellular One believes that a simple "bill and keep" arrangement would be mutually advantageous. For that reason, we propose that Cellular One and Chariton Valley Telephone agree to such a "bill and keep" arrangement for the termination of each other's traffic.

If you have any questions or would like to discuss this matter further, please contact Joe Clary, Cellular One's Operations Manager. If we do not hear from you, we will assume that the proposed "bill and keep" arrangement is acceptable and proceed on that basis.

Sincerely,



E. Kirk Golbach  
Director of Finance and Administration

**CELLULARONE**

October 17, 1997

Mr. Oral Glasco  
General Manager  
Alma Telephone Company  
206 S. County Road  
Alma, MO 64001

**FAX RECEIVED**  
#PAGES 1 DATE 10-21-97 FAX #  
TO Craig Johnson  
FROM Oral Glasco  
CO. ATC  
FAX 660-674-7277 FAX #

Re: Interconnection

Dear Mr. Glasco:

CMT Partners, d/b/a Cellular One, has recently completed the negotiation of interconnection agreements on behalf of its affiliates with Southwestern Bell Telephone Company ("SWB"). These agreements cover the cellular systems that CMT operates in Kansas City (Missouri and Kansas), St. Joseph, Missouri, and Topeka, Lawrence and Wichita, Kansas.

Under these new agreements, SWB and Cellular One agree to deliver traffic to each other for termination at mutually agreed reciprocal rates. These agreements also allow for the transport of traffic that does not terminate on either Cellular One or SWB's networks. This includes traffic that Cellular One and Alma Telephone Company deliver to each other.

Cellular One has reviewed the volume of traffic delivered between our companies and has determined that, at this time, that volume is relatively small. We believe that the process of negotiating an individual agreement between our companies and tracking the traffic terminated for each other on an on-going basis would be an onerous process for a minimal amount of traffic and unduly expensive given the revenues that either Cellular One or Alma Telephone Company could expect to realize. Instead, Cellular One believes that a simple "bill and keep" arrangement would be mutually advantageous. For that reason, we propose that Cellular One and Alma Telephone Company agree to such a "bill and keep" arrangement for the termination of each other's traffic.

If you have any questions or would like to discuss this matter further, please contact Joe Clary, Cellular One's Operations Manager. If we do not hear from you, we will assume that the proposed "bill and keep" arrangement is acceptable and proceed on that basis.

Sincerely,



E. Kirk Golbach  
Director of Finance and Administration

**CELLULARONE**

October 17, 1997

Mr. Donald D. Stowell  
Manager  
Mo-Kan Dial Telephone  
Company, Inc.  
Louisburg, KS 66053

Re: Interconnection

Dear Mr. Stowell:

CMT Partners, d/b/a Cellular One, has recently completed the negotiation of interconnection agreements on behalf of its affiliates with Southwestern Bell Telephone Company ("SWB"). These agreements cover the cellular systems that CMT operates in Kansas City (Missouri and Kansas), St. Joseph, Missouri, and Topeka, Lawrence and Wichita, Kansas.

Under these new agreements, SWB and Cellular One agree to deliver traffic to each other for termination at mutually agreed reciprocal rates. These agreements also allow for the transport of traffic that does not terminate on either Cellular One or SWB's networks. This includes traffic that Cellular One and Mo-Kan Dial Telephone Company, Inc. deliver to each other.

Cellular One has reviewed the volume of traffic delivered between our companies and has determined that, at this time, that volume is relatively small. We believe that the process of negotiating an individual agreement between our companies and tracking the traffic terminated for each other on an on-going basis would be an onerous process for a minimal amount of traffic and unduly expensive given the revenues that either Cellular One or Mo-Kan Dial Telephone Company, Inc. could expect to realize. Instead, Cellular One believes that a simple "bill and keep" arrangement would be mutually advantageous. For that reason, we propose that Cellular One and Mo-Kan Dial Telephone Company, Inc. agree to such a "bill and keep" arrangement for the termination of each other's traffic.

If you have any questions or would like to discuss this matter further, please contact Joe Clary, Cellular One's Operations Manager. If we do not hear from you, we will assume that the proposed "bill and keep" arrangement is acceptable and proceed on that basis.

Sincerely,



E. Kirk Golbach  
Director of Finance and Administration

MOKAN DIAL, INC.

112 S. Broadway  
P.O. Box 429  
Louisburg, Kansas 66053-0429  
(913) 837-2219

October 14, 1997

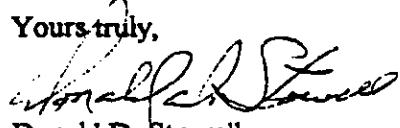
Craig Johnson  
Andereck Law Firm  
305 East McCarty Street  
P. O. Box 1438  
Jefferson City, MO 65102-1438

Re: Wireless Interconnection / Compensation Agreements.

Dear Craig:

Please be advised by this letter that MoKan Dial, Inc. has not had any correspondence with any Wireless providers concerning reciprocal compensation/interconnection agreements or negotiations of any kind.

My only correspondence concerning this issue has been a couple of letters from SWB stating they have signed and or filed and approved agreements with different Wireless providers.

Yours truly,  
  
Donald D. Stowell  
General Manager  
MoKan Dial, Inc.

10/20/1997 09:18

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CVTC JANE

PAGE 82



AUG 18 1997

August 14, 1997

**Sprint PCS**

Legal Department  
4900 Main, 12th Floor  
Kansas City, Missouri 64112  
Mailstop: MOKCMM1201

Mr. William Biere  
General Manager  
Chariton Valley Telephone Company  
P. O. Box 470  
Bucklin, MO 64631

Re: Compensation for indirect traffic exchange between Sprint Spectrum L.P.  
and the Chariton Valley Telephone Company

Dear Mr. Biere:

As you may know, Sprint Spectrum L.P. d/b/a Sprint PCS ("Sprint PCS") is a provider of Commercial Mobile Radio Service ("CMRS") in the Metropolitan Trading Areas (MTAs) of St. Louis and Kansas City. Sprint PCS has now launched service in both of these markets.

In order to provide this service, Sprint PCS has entered into or is negotiating Interconnection Agreements with those companies that will directly connect with the Sprint PCS' network. More specifically, Sprint PCS recently executed an interconnection agreement with Southwestern Bell Telephone Company. These agreements, in conformance with the FCC's First Report and Order released on August 8, 1996, provide for reciprocal and symmetrical compensation for the exchange of traffic. They further provide, as required by law, that all wireless calls which originate and terminate within the same MTA shall be deemed local calls and not subject to toll charges ("Local Traffic").

There are numerous companies, however, with whom Sprint PCS will not have direct connectivity. The Chariton Valley Telephone Company ("Chariton Valley") is one of these entities.

Pursuant to our agreement with Southwestern Bell, and our understanding of the current requirements of the FCC, Sprint PCS must reach some form of agreement with Chariton Valley regarding the manner in which we will compensate one another for the exchange of traffic. Because we do not anticipate that Sprint PCS will terminate any substantial amount of traffic on the Chariton Valley network or that Chariton Valley will terminate any substantial amount of traffic on the Sprint PCS network, we would suggest that a letter agreement would suffice for this purpose.

It would be our proposal that Sprint PCS and Chariton Valley Telephone Company (each individually referred to as a "party" and jointly as "the parties") agree to a bill and keep arrangement until traffic exchange patterns warrant a more sophisticated billing agreement. Specifically, Sprint PCS proposes that each party bill its own customers and retain the resulting revenues as full compensation for Local Traffic terminating on its network from the other party. The parties agree they will not seek additional compensation for such Local Traffic from Southwestern Bell. This agreement can be terminated at will by either party after giving written notice of at least sixty (60) days prior to the date of termination. Upon notice of termination by either party, the parties agree to enter good faith negotiations to establish just and reasonable rates and reciprocal and symmetrical compensation on a timely basis.

If this agreement is acceptable to you, please so indicate by placing your signature in the space provided and returning a copy to me at the address listed above. By executing this agreement you represent that you have authority to bind the Chariton Valley Telephone Company.

Thank you for your attention to this matter. If you have any questions or comments, please feel free to contact me at (816) 559-5064.

Sincerely,

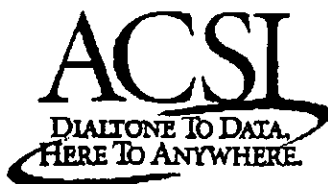


James Propst  
Carrier Interconnection Management  
Sprint Spectrum L.P. d/b/a Sprint PCS

Approved and Agreed to by:

\_\_\_\_\_  
Title: \_\_\_\_\_  
Chariton Valley Telephone Company





SEP - 8 ..

American Communications Services, Inc.  
131 National Business Parkway, Suite 100  
Annapolis Junction, Maryland 20701  
301-617-4200, FAX 301-617-4279  
www.acsi.net

September 3, 1997

Bill Biere  
Chariton Valley Telephone  
PO Box 470  
Bucklin, MO 64631

RE: American Communication Services of Kansas City, Inc.

Dear Sir or Madam:

As you may know, American Communication Services of Kansas City, Inc. ("ACSI") will soon be providing local exchange service in the Kansas City area. To the extent that your company provides service within the area, I would like to take this opportunity to introduce ACSI. ACSI is a competitive local exchange carrier certified to provide switched and dedicated local exchange service in Kansas and Missouri. ACSI's parent company, American Communications Services, Inc., operates 32 fiber optic networks throughout the South and Southwestern United States.

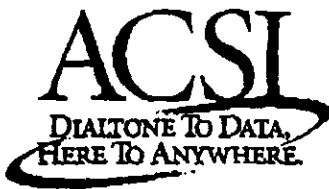
ACSI will soon be installing a switch on its Kansas City fiber optic network. This will allow ACSI to provide switched local exchange service, including LATA-wide calling, in the near future. ACSI is primarily a facilities-based provider that will provide service to customers on its own network, and by purchasing unbundled loops from Southwestern Bell, pursuant to its Interconnection Agreement with Southwestern Bell.

ACSI has made every effort to follow the structure of Southwestern Bell's current local and toll access arrangements. To the extent an independent telephone company is located within ACSI's local calling area, ACSI would not charge access for these local (including EAS) calls. For intraLATA toll calls, ACSI's rates mirror those of Southwestern Bell.

ACSI looks forward to working in cooperation with your company. ACSI does not anticipate the need for an agreement for the exchange of traffic, but inquiries may be directed to me. If you have any other questions concerning ACSI, please do not hesitate to contact me at (301) 617-4208.

Sincerely,

Charles Kallenbach  
Vice President - Regulatory Affairs



SEP - 8

American Communications Services, Inc.  
131 National Business Parkway, Suite 100  
Annapolis Junction, Maryland 20701  
301-617-4200 L. FAX 301-617-4279  
www.acsi.net

September 3, 1997

William Biere  
Chariton Valley Cellular  
PO Box 470  
Bucklin, MO 64631

RE: American Communication Services of Kansas City, Inc.

Dear Sir or Madam:

As you may know, American Communication Services of Kansas City, Inc. ("ACSI") will soon be providing local exchange service in the Kansas City area. To the extent that your company provides cellular service within the area, I would like to take this opportunity to introduce ACSI. ACSI is a competitive local exchange carrier certified to provide switched and dedicated local exchange service in Kansas and Missouri. ACSI's parent company, American Communications Services, Inc., operates 32 fiber optic networks throughout the South and Southwestern United States.

ACSI soon will be installing a switch on its Kansas City fiber optic network. This will allow ACSI to provide switched local exchange service, including LATA-wide calling, in the near future. ACSI is primarily a facilities-based provider that will provide service to customers on its own network, and by purchasing unbundled loops from Southwestern Bell, pursuant to its Interconnection Agreement with Southwestern Bell.

As a facilities-based local exchange carrier, ACSI will terminate the incoming call of your company on its network at its currently tariffed rates, which are on file with the Kansas Corporation Commission and Missouri Public Service Commission. ACSI will bill your company directly for these calls.

ACSI looks forward to working in cooperation with your company. ACSI does not anticipate the need for an agreement for the exchange of traffic, but inquiries may be directed to me. If you have any other questions concerning ACSI, please do not hesitate to contact me at (301) 617-4208.

Sincerely,

Charles Kallenbach  
Vice President - Regulatory Affairs



Excellence in Communications Services

A TDS Company

November 7, 1997

Craig Johnson  
Andereck, Evans, Milne et. Al.  
P.O. Box 1438  
Jefferson City, Missouri 65102

Re: Interconnection Agreement between USCC and Southwestern Bell

Dear Mr. Johnson:

This letter is a follow-up to your conversation earlier this week with Deanna Laidler, our Contracts Counsel, Procurement. As you may know, United States Cellular Corporation ("USCC") recently negotiated and executed an interconnection agreement ("Agreement") with Southwestern Bell Telephone Company (SWBT) covering interconnection services in the State of Missouri. Under the terms of this contract, USCC and SWBT have agreed to deliver traffic to each other for termination at rates which were mutually agreed upon by the parties. This Agreement also allows for the transport of traffic that does not terminate in either USCC's or SWBT's networks, and thus includes traffic that USCC and members of the Mid-Missouri Company Group deliver to each other.

USCC has reviewed the volume of traffic delivered between USCC and the Mid-Missouri Company Group and has determined that, at present, the traffic volume is relatively small. In light of this limited volume, USCC believes the process of negotiating the terms and rates of a separate interconnection agreement would be unduly burdensome. Furthermore, the costs involved with tracking the traffic terminated for each party and the costs incurred when generating an invoice would be unduly expensive in light of the revenues either party can expect to realize under any formal interconnection agreement. The first alternative we wish to discuss, and the one which we believe to be both the most logical and cost-effective, would be to continue with the status quo, i.e., having Southwestern Bell continue to carry the calls and act as an intermediary for the billing and payment functions for the obligations running between USCC and the companies comprising the Mid-Missouri Company Group. A second alternative which is also simple and attempts to reduce the costs incurred by USCC and the Mid-Missouri Company Group members would be for USCC and the Mid-Missouri Company Group to

Schedule 3-15

Craig Johnson  
November 7, 1997  
Page Two

enter into a "Bill and Keep" arrangement for the termination of each other's traffic, whereby each party would maintain the amounts billed to its own end users.

The last option available to us would be to enter into a reciprocal compensation arrangement. Of the above alternatives, this is the least favorable, as it would require the parties to negotiate rates and other terms of the Agreement, and to devise a method of measuring traffic exchanged between the companies.

If you wish to suggest a proposal other than those listed above, or to discuss this matter further, please do not hesitate to contact me at (773)399-7070.

Sincerely,



James Naumann  
Director, Network Planning and Procurement

cc: Kevin Chapman, Southwestern Bell

**BEFORE THE PUBLIC SERVICE COMMISSION**

**OF THE STATE OF MISSOURI**

In the Matter of the Application of Southwestern Bell Telephone Company for Approval of Interconnection Agreement under the Telecommunications Act of 1996 With Communications Cable-Laying Company, d/b/a Dial US. )  
 )  
 ) Case No. TO-96-440  
 )

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**REPORT AND ORDER**

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**Issue Date:** September 6, 1996

**Effective Date:** September 6, 1996

the issue of resale was raised by interexchange carriers (IXCs). Addressing that issue with regard to IXCs, the Commission held that resale was prohibited. The Commission decision, though, was made under the circumstance where there was only one provider of basic local telecommunications service and resellers were IXCs, not other basic LECs now seeking entry into the market. The Commission prohibition, then, is not determinative of the situation considered by the Commission in this case.

When Dial US becomes a facilities-based provider or a mixed-mode provider of basic local exchange service, then it must make arrangements with other LECs, such as Choctaw, to terminate calls to the other LECs' customers. Dial US is prohibited by the agreement from sending to SWB traffic that is "destined for the network of a third party unless and until compensation arrangements acceptable to Dial US and the third party have been reached." Interconnection Agreement at 15.XIII.A. The Commission finds that this provision protects other LECs and removes the potential for discrimination from the agreement. The agreement, therefore, does not discriminate against Choctaw.

Since this is the first interconnection agreement approved by the Commission, the procedures for maintaining the interconnection agreement and for approving any changes to the agreement must be addressed. First, all agreements, with any changes or modifications, should be accessible to the public at the Commission's offices. Second, the Act mandates that the Commission approve any changes or modifications to the interconnection agreement. To fulfil these objectives, the companies must have a complete and current interconnection agreement in the Commission's offices at all times, and all changes and modifications must be timely filed with the Commission for approval. This includes any changes or modifications which are arrived at through the arbitration procedures provided for in the agreement.

**CERTIFICATE OF SERVICE**

Copies of this document were served on the following parties by first-class, postage prepaid, U.S. Mail on September 23, 1999.

Leo J. Bub  
Leo J. Bub

DAN JOYCE  
MISSOURI PUBLIC SERVICE COMMISSION  
301 W. HIGH STREET, SUITE 530  
JEFFERSON CITY, MO 65101

CHARLES W. MCKEE  
SPRINT PCS  
4900 MAIN, 12TH FLOOR  
KANSAS CITY, MO 64112

MICHAEL F. DANDINO  
OFFICE OF THE PUBLIC COUNSEL  
301 W. HIGH STREET, SUITE 250  
JEFFERSON CITY, MO 65101

JEANNE A. FISCHER  
SOUTHWESTERN BELL WIRELESS INC.  
13075 MANCHESTER ROAD, 100N  
ST. LOUIS, MO 63131

CRAIG S. JOHNSON  
ANDERECK, EVANS, MILNE, PEACE,  
BAUMHOER  
301 E. MCCARTY STREET  
P.O. BOX 1438  
JEFFERSON CITY, MO 65102

WILLIAM R. ENGLAND, III  
BRYDON, SWEARENGEN & ENGLAND  
312 E. CAPITOL AVENUE  
PO BOX 456  
JEFFERSON CITY, MO 65102

PAUL S. DEFORD  
LATHROP & GAGE  
2345 GRAND BLVD, SUITE 2500  
KANSAS CITY, MO 64108