



November 7, 1997

Mr. Cecil I. Wright  
Executive Secretary  
Missouri Public Service Commission  
301 West High Street, Floor 5A  
Jefferson City, Missouri 65101

FILED  
NOV 10 1997  
MISSOURI  
PUBLIC SERVICE COMMISSION

Re: Case No. TT-97-524

Dear Mr. Wright:

Enclosed for filing with the Commission in the above-referenced case is an original and 14 copies of the following late-filed exhibits requested of Southwestern Bell Telephone Company by the Commission during the hearing in this case:

Copies of correspondence from wireless carriers (with whom Southwestern Bell has interconnection agreements) with the small independent telephone companies to negotiate terminating compensation arrangements and the wireless carriers' timelines for such negotiations.

Southwestern Bell's response on whether it technically can block calls from a particular wireless carrier to a particular independent telephone company, and if so, what the cost of such blocking would be.

We would appreciate your making these part of the case file.

We had also been requested by the Commission to:

Determine the percentage of traffic being sent to the Mid-Missouri Group and Small Telephone Company Group members from the wireless carriers we have interconnection agreement with; and

Determine whether it was technically feasible to provide an ASCII version of the CTUSR Report, and to provide EMR Records for the wireless calls at issue.

Mr. Cecil I. Wright  
November 7, 1997  
Page 2

We have been working on these questions but need additional time. We believe we should be in a position to provide answers by November 13, 1997. Accordingly, we are filing a Motion for Extension of Time to prepare these two late-filed exhibits.

Please stamp "Filed" on the extra copy of the enclosed late-filed exhibits and return the copy to me in the enclosed self-addressed, stamped envelope.

Thank you for bringing this matter to the attention of the Commission.

Very truly yours,

A handwritten signature in black ink, appearing to read "Paul G. Lane", with a vertical line extending from the end of the signature.

Paul G. Lane

Enclosure

cc: All Attorneys of Record

**FILED**

**NOV 10 1997**

**Late Filed Exhibit No. —  
Filed by Southwestern  
Bell Telephone Company**

**MISSOURI  
PUBLIC SERVICE COMMISSION**

**Commission Directive:**

Southwestern Bell was directed to contact the wireless carriers with whom it has interconnection agreements and obtain from them all their correspondence to the small independent telephone companies concerning the negotiations of terminating compensation arrangements and their timeline by which they hope to have such agreements.

**AMERITECH**

Dick Gove, lead negotiator for Ameritech, indicated that Ameritech has made contract proposals to both the Mid-Missouri Group and to the Small Telephone Company Group through their attorneys Craig Johnson and Trip England. Ameritech is awaiting response to its proposal. Mr. Gove did not provide Southwestern Bell a copy of the proposal due to the proprietary nature of negotiations.

**WESTERN WIRELESS**

Gene DeJordy, lead negotiator for Western Wireless, has recently sent letters (copies of which are attached as Attachment 1) to Cass County, IAMO, Craw-Kan, Mo-Kan Dial, Alma, Sprint/United Midwest, GTE, Chariton Valley, Citizens, AllTel, Grand River Mutual & Lathrop, Green Hills, Mark Twain Rural, Mid-Missouri, Holway, Northeast Missouri Rural, Oregon Farmers and Rockport telephone companies. Western Wireless is awaiting responses from these companies.

**AT&T WIRELESS (AWS)**

Bill Francis, Director of Interconnection for AWS, indicated that AWS plans to submit interconnection proposals to the small independent telephone companies in Missouri by December 1, 1997.

**ALLTEL**

Even though SWBT's agreement with ALLTEL states otherwise, ALLTEL does not intend to initiate discussions with ILECs until the issues in TT-97-524 are determined by the Commission. Stephen Rowell's letter to Kevin Chapman, which explains this policy is included as Attachment 2.

**SPRINT**

Charles McKee, attorney and interconnection negotiator for Sprint PCS indicated that it had sent letters (a copy of which is attached as Attachment 3) to the Bourbuese, Chariton Valley, Farber, Grand River, Holway, Mark Twain Rural, McDonald County, Miller and Oregon Farmers telephone companies. Sprint PCS is awaiting responses to its proposals. Mr. McKee also indicated that he would send a similar letter to the remaining independent telephone companies by November 12, 1997.

**U.S. CELLULAR**

James Nauman, Director-Network Planning and Procurement has recently made contact, both via telephone and letter, with the Mid-Missouri group and the Small Telephone company Group through their attorneys, Craig Johnson and Trip England. Copies of those letters are attached as Attachment 4. U.S. Cellular is awaiting a response to its letters.

## **CMT PARTNERS**

Mr. Ernie Peterson, interconnection negotiator for CMT Partners, indicated that CMT has sent letters ( a draft of which is attached as Attachment 5 to the Craw-Kan , Citizens, Mark Twain Rural, Holway, Grand River & Lathrop, Oregon Farmers Mutual, Rock Port, IAMO, Cass County, Green Hills, Alma, Chariton Valley, Mid-Missouri, Northeast, Missouri, Mo-Kan Dial, Allied, GTE and Sprint/United telephone companies. CMT is awaiting responses to its proposals.

## **SOUTHWESTERN BELL WIRELESS**

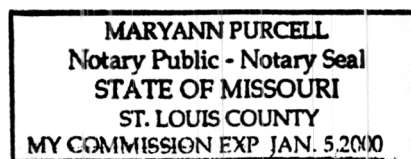
Bruce Beard, attorney and negotiator for Southwestern Bell Wireless, indicated that it would be sending correspondence, similar to the attached sample letter (Attachment 6), to all ILECs in Missouri to which its transited traffic is delivered. Mr. Beard further indicated that Southwestern Bell Wireless will contact these ILECs shortly after the appropriate Southwestern Bell Telephone or Sprint interconnection agreements are filed with the Commission.

I hereby affirm that the foregoing statements are true and correct to the best of my knowledge and belief.

  
Kevin M. Chapman

Subscribed and sworn before me this 7<sup>th</sup> day of November, 1997

  
Notary Public



Attachment 1



November 7, 1997

Via U.S. Mail  
 Mr. Ken Matzdorff  
 Cass County Tel. Co.  
 P.O. Box 647  
 192 Broadway  
 Peculiar, MO 64078

Rc: Compensation for the Exchange of Telecommunications Traffic

Dear Mr. Matzdorff:

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 Cass County Tel. Co., a "bill and keep" compensation arrangement would be most appropriate.

If Cass County Tel. 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 Cass County Tel. 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

S:\USERS\GENE\LTRILEC1.WPD



November 7, 1997

Via U.S. Mail  
Mr. Boyd Spiker  
Manager  
Rock Port Telephone Co.  
107 Opp Street  
Rock Port, MO 64482

Re: Compensation for the Exchange of Telecommunications Traffic

Dear Mr. Spiker:

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 Rock Port Telephone Co., a "bill and keep" compensation arrangement would be most appropriate.

If Rock Port 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 Rock Port 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

S:\USERS\GENE\LTRILEC1.WPD



November 7, 1997

Via U.S. Mail

Mr. Larry McAlpin  
General Manager  
Iamo Telephone Company  
Box 368  
Coin, LA 51636

Re: Compensation for the Exchange of Telecommunications Traffic

Dear Mr. McAlpin:

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 Iamo Telephone Company, a "bill and keep" compensation arrangement would be most appropriate.

If Iamo Telephone Company 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 Iamo Telephone Company 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

SAUSERS\GENE\LTRILEC1.WPD



November 7, 1997

Via U.S. Mail  
 Mr. Jerry James  
 General Manager  
 Craw-Kan Telephone Coop., Inc.  
 P.O. Box 100  
 Girard, KS 66743

Re: Compensation for the Exchange of Telecommunications Traffic

Dear Mr. James:

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 Craw-Kan Telephone Coop., Inc., a "bill and keep" compensation arrangement would be most appropriate.

If Craw-Kan Telephone Coop., Inc. 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 Craw-Kan Telephone Coop., Inc. 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

S:\USERS\GENELTRILEC1.WPD



November 7, 1997

Via U.S. Mail

Mr. Donald Stowell

Manager

Mo-Kan Dial Telephone Company, Inc.

Louisburg, KS 66053

Re: Compensation for the Exchange of Telecommunications Traffic

Dear Mr. Stowell:

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 Mo-Kan Dial Telephone Company, Inc., a "bill and keep" compensation arrangement would be most appropriate.

If Mo-Kan Dial Telephone Company, Inc. 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 Mo-Kan Dial Telephone Company, Inc. 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 DeFordy".

Gene DeFordy, Esq.

Director of Regulatory Affairs

S:\USERS\GENE\TRILEC1.WPD



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\GENE\TRILEC1.WPD



November 7, 1997

Via U.S. Mail  
Mr. Don Edwards  
Industry Relations Manager  
Sprint/United Midwest  
5454 West 110th Street  
MAIL STOP KSOPKJO502  
Overland Park, KS 66211

Re: Compensation for the Exchange of Telecommunications Traffic

Dear Mr. Edwards:

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 Sprint/United Midwest, a "bill and keep" compensation arrangement would be most appropriate.

If Sprint/United Midwest 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 Sprint/United Midwest 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

S:\USERS\GENE\LTRILEC1.WPD



November 7, 1997

Via U.S. Mail  
Ms. Ruth Nelson  
Manager - ECO  
GTE  
1000 GTE Drive  
P.O. Box 307  
Wentzville, MO 63385

Re: Compensation for the Exchange of Telecommunications Traffic

Dear Ms. Nelson:

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 GTE, a "bill and keep" compensation arrangement would be most appropriate.

If GTE 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 GTE 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 425-313-7715.

With Regards,

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

Gene DeJordy, Esq.  
Director of Regulatory Affairs

SAUSERS\GENELTRILEC1.WPD



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,

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

Gene DeJordy, Esq.  
Director of Regulatory Affairs

S:\USERS\GENELTRILEC1.WPD



November 7, 1997

Via U.S. Mail

Mr. Brian Cornelius  
Vice President and General Manager  
Citizens Telephone Company  
1905 Walnut, Box 737  
Higginsville, MO 64037

Re: Compensation for the Exchange of Telecommunications Traffic

Dear Mr. Cornelius:

Western Wireless Corporation, doing business as Cellular One in Missouri, interconnects 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 Citizens Telephone, a "bill and keep" compensation arrangement would be most appropriate.

If Citizens 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 Citizens 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,

A handwritten signature in black ink, appearing to read 'Gene DeJordy'.

Gene DeJordy, Esq.  
Director of Regulatory Affairs

SAUSERS\GENE\GENEALTRILEC1.WPD



November 7, 1997

Via U.S. Mail  
 Mr. Dan Klinedinst  
 Staff Manager-Carrier Services  
 Alltel Telephone Services Corporation  
 One Allied Drive  
 Little Rock, AR 72202

Re: Compensation for the Exchange of Telecommunications Traffic

Dear Mr. Klinedinst:

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 Alltel Telephone Services Corporation, a "bill and keep" compensation arrangement would be most appropriate.

If Alltel Telephone Services Corporation 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 Alltel Telephone Services Corporation 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".

Gene DeJordy, Esq.  
 Director of Regulatory Affairs

S:\USERS\GENE\TRILEC1.WPD



November 7, 1997

Via U.S. Mail

Mr. Phil Johnson  
 Assistant General Manager  
 Grand River & Lathrop Telephone Co.  
 P.O. Box 227  
 Princeton, MO 646783

Re: Compensation for the Exchange of Telecommunications Traffic

Dear Mr. Johnson:

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 Grand River & Lathrop Telephone Co., a "bill and keep" compensation arrangement would be most appropriate.

If Grand River & Lathrop 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 Grand River & Lathrop 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', with a long horizontal line extending to the right.

Gene DeJordy, Esq.  
 Director of Regulatory Affairs

S:\USERS\GENELTRILEC\1.WPD



November 7, 1997

Via U.S. Mail  
Mr. James Simon  
General Manager  
Green Hills Tele. Co.  
P.O. Box 227  
Breckenridge, MO 64625

Re: Compensation for the Exchange of Telecommunications Traffic

Dear Mr. Simon:

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 Green Hills Tele. Co., a "bill and keep" compensation arrangement would be most appropriate.

If Green Hills Tele. 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 Green Hills Tele. 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 blue ink, appearing to read "Gene DeJordy", written over a horizontal line.

Gene DeJordy, Esq.  
Director of Regulatory Affairs

S:\USERS\GENE\TRILEC1.WPD



November 7, 1997

Via U.S. Mail  
Mr. William Rohde  
General Manager  
Mark Twain Rural Telephone Co.  
P.O. Box 68  
Hurdland, MO 63547

Re: Compensation for the Exchange of Telecommunications Traffic

Dear Mr. Rohde:

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 Mark Twain Rural Telephone Co., a "bill and keep" compensation arrangement would be most appropriate.

If Mark Twain Rural 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 Mark Twain Rural 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

S:\USERS\GENE\TRILEC1.WPD



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

S:\USERS\GENEL\TRILEC1.WPD



November 7, 1997

Via U.S. Mail

Mr. Evan Copsey  
President  
Holway Telephone Co.  
211 Ash Street  
P.O. Box 112  
Maitland, MO 64466

Re: Compensation for the Exchange of Telecommunications Traffic

Dear Mr. Copsey:

Western Wireless Corporation, doing business as Cellular One in Missouri, interconnects 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 compensations 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 Holway Telephone Co., a "bill and keep" compensation arrangement would be most appropriate.

If Holway 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 Holway 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\GENE\GENE\LTR\EC1.WPD



November 7, 1997

Via U.S. Mail  
Mr. Ray Ford  
General Manager  
Northeast Missouri Rural & Modern Tele. Co.  
718 S. West St.  
Green City, MO 693545

Re: Compensation for the Exchange of Telecommunications Traffic

Dear Mr. Ford:

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 Northeast Missouri Rural & Modern Tele. Co., a "bill and keep" compensation arrangement would be most appropriate.

If Northeast Missouri Rural & Modern Tele. 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 Northeast Missouri Rural & Modern Tele. 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

S:\USERS\GENE\TRILEC1.WPD



November 7, 1997

Via U.S. Mail  
Mr. Robert William  
Oregon Farmers Mutual Telephone Co.  
Box 227  
Oregon, MO 64473

Re: Compensation for the Exchange of Telecommunications Traffic

Dear Mr. William:

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 Oregon Farmers Mutual Telephone Co., a "bill and keep" compensation arrangement would be most appropriate.

If Oregon Farmers Mutual 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 Oregon Farmers Mutual 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", with a long horizontal flourish extending to the right.

Gene DeJordy, Esq.  
Director of Regulatory Affairs

S:\USERS\GENE\TRILEC1.WPD

## ALLTEL CORPORATION

One Allied Drive  
Little Rock, AR 72202  
P.O. Box 2177, 72203-2177  
501-905-8000

Stephen B. Rowell  
Vice President - Law

501-905-8460  
501-905-5489 fax  
501-351-1527 mobile



Attachment 2

November 7, 1997

VIA FACSIMILE  
314-235-9298

Mr. Kevin Chatman  
Southwestern Bell Telephone Company

RE: ALLTEL Mobile Communications With  
Independent Local Exchange Companies

Dear Mr. Chatman:

The purpose of this letter is to confirm our telephone conversations regarding ALLTEL Mobile's current intentions with respect to if or when it would contact any independent local exchange companies that are terminating CMRS traffic from ALLTEL Mobile that transits Southwestern Bell networks. While the pending ALLTEL Mobile/Southwestern Bell traffic exchange agreement may contemplate ALLTEL Mobile making arrangements with such independent LECs that agreement, as well as the issue of whether ALLTEL Mobile should deal directly with Southwestern Bell or directly with independent LECs with respect to such traffic, is currently pending Commission determination. Therefore, subject to these determinations by the Missouri Commission, ALLTEL Mobile does not intend to initiate discussions with the terminating ILECs.

Please contact me if you have any questions with respect to this matter.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Stephen B. Rowell". The signature is fluid and cursive, with a large initial 'S'.

Stephen B. Rowell  
Vice President - Law

SBR/jas

i:\legal\rowell\letters\1997\chatman07.doc

cc: Mr. Jim Sullivan

Sprint PCS

Legal Department  
440 Main Street  
St. Louis, MO 63102  
Telephone: (314) 425-1234

August 14, 1997

Ms. Imogene Busch  
Manager Inter-Company Relations  
Bourbeuse Telephone Company  
64 N. Clark  
Sullivan, MO 63080

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

Dear Ms. Busch:

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 Bourbeuse Telephone Company ("Bourbeuse") is one of these entities.

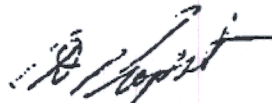
Pursuant to our agreement with Southwestern Bell, and our understanding of the current requirements of the FCC, Sprint PCS must reach some form of agreement with Bourbeuse regarding the manner in which we will compensate one another for the exchange of traffic. Because we do not anticipate that Sprint PCS will terminate any substantial amount of traffic on the Bourbeuse network or that Bourbeuse 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 Bourbeuse 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 Bourbeuse 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: \_\_\_\_\_  
Bourbeuse Telephone Company

8410 West Bryn Mawr Avenue  
 Suite 700  
 Chicago, Illinois 60631-3486  
 Telephone: 773-399-8900  
 Facsimile: 773-399-8936

Attachment 4

**UNITED STATES**  
**CELLULAR**  
 WIRELESS COMMUNICATIONS  
 A TDS Company

Excellence in Communications Services

A TDS Company

November 7, 1997

Trip England  
 Brydon, Swearingen & England  
 312 E. Capitol Avenue  
 P.O. Box 456  
 Jefferson City, Missouri 65102-0456

Re: Interconnection Agreement between USCC and Southwestern Bell

Dear Mr. England:

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 Small Telephone Company Group deliver to each other.

USCC has reviewed the volume of traffic delivered between USCC and the Small Telephone 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 Small Telephone Company Group. A second alternative which is also simple and attempts to reduce the costs incurred by USCC and the Small Telephone Company Group members would be for USCC and the Small

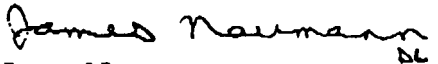
Craig Johnson  
November 7, 1997  
Page Two

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,

A handwritten signature in cursive script that reads "James Naumann".

James Naumann  
Director, Network Planning and Procurement

cc: Kevin Chapman, Southwestern Bell

8410 West Bryn Mawr Avenue  
Suite 700  
Chicago, Illinois 60631-5486  
Telephone: 773-399-8960  
Facsimile: 773-399-8936



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

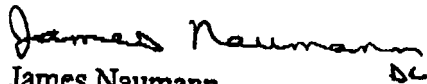
Trip England  
November 7, 1997  
Page Two

Telephone Company Group to 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

**CELLULARONE®**

October 15, 1997

Mr. Dan Klinedinst  
Staff Manager-Carrier Services  
Alltel Telephone Services Corporation  
One Allied Drive  
Little Rock, AR 72202

**DRAFT**

Re: Interconnection

Dear Mr. Klinedinst:

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 Alltel Telephone Services Corporation 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 Alltel Telephone Services Corporation 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 Alltel Telephone Services Corporation 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

10895 Lowell • Overland Park, KS 66210 • Office (913) 344-2800 • FAX (913) 344-2960



November 7, 1997

Bruce E. Beard  
Attorney

Mr. Kevin Chapman  
Area Manager-Tariffs and Regulatory  
Southwestern Bell Telephone Company  
One Bell Center, 37-S-07  
St. Louis, Missouri 63101

Dear Mr. Chapman,

As per your inquiry, Southwestern Bell Wireless, Inc. is planning on contacting the other local exchange carriers which originate and terminate calls to and from our network via transiting the Southwestern Bell Telephone Company network to begin discussions on how to handle compensation for such traffic. As you know, we recently completed our negotiations with Southwestern Bell Telephone Company and understand that the agreement will be filed for approval fairly shortly. Likewise, we believe that our negotiated agreement with Sprint should be filed shortly. Now that those negotiations are completed, we will focus our attention on the other LECs.

I have attached a draft letter which we anticipate using in contacting the other LECs. If you have any questions or need anything further please contact me on 314-984-2010.

A handwritten signature in black ink, appearing to read "Bruce E. Beard".

Bruce E. Beard

Attachment

13075 Manchester  
First Floor  
St. Louis, Missouri 63131

Phone 314 984-2010  
FAX 314 984-2050

LOCAL EXCHANGE CARRIER  
 123 Street Address  
 Hometown, Mo.  
 6XXXXXX

RE: Origination and Termination of Wireless Calls

Dear Mr. LEC,

As you may know, Southwestern Bell Wireless, Inc. recently concluded interconnection negotiations with Southwestern Bell Telephone Company and Sprint-United. The agreements have been filed with the Missouri Public Service Commission and are awaiting approval.

As you know, our companies exchange traffic via the {Southwestern Bell Telephone Company network} {Sprint-United Network}. {Option 1-In examining the small amount of traffic involved we feel that a bill and keep type of arrangement would be the best way to proceed in regards to the traffic between our networks and are willing to go forward on that basis at this time. Obviously, we are also open to discussing any other type of arrangement you might suggest in regards to mutual compensation for the termination of such traffic by each company and all other related issues.} {Option 2-We feel that it would be advantageous to begin discussing mutual compensation arrangements for the termination of such traffic by each company and all other related issues}.

Please contact me on 314-984-2010 regarding your thoughts. I look forward to working together with you and your company.

Bruce E. Beard