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July 17, 2002

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

FILED²

JUL 17 2002

Re: **Consolidated Case No. TC-2002-57**

Dear Secretary:

Missouri Public
Service Commission

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

Thank you for seeing this filed.

Sincerely,



Lisa Cole Chase

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Enc.

cc: MITG Managers
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BEFORE THE PUBLIC SERVICE COMMISSION
STATE OF MISSOURI

FILED²

JUL 17 2002

Missouri Public
Service Commission

Northeast Missouri Rural Telephone Company)
And Modern Telecommunications Company, et al.)
)
Petitioners,)
)
vs.)
)
Southwestern Bell Telephone Company,)
Southwestern Bell Wireless (Cingular),)
Voice Stream Wireless (Western Wireless))
Aerial Communications, Inc., CMT Partners,)
(Verizon Wireless), Sprint Spectrum, LP,)
United States Cellular Corp., and Ameritech)
Mobile Communications, Inc., et al.)
)
Respondents.)

Case No. TC-2002-57
Case No. TC-2002-113
Case No. TC-2002-114
Case No. TC-2002-167
Case No. TC-2002-181
Case No. TC-2002-182
Consolidated

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

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

1. The interconnection agreement between Sprint Missouri, Inc. and Sprint Spectrum L.P., d/b/a Sprint PCS which was submitted for approval pursuant to § 252(e)(1) of the

Telecommunications Act of 1996, 47 U.S.C. § 252(e)(1), and was approved by the Commission pursuant to § 252(e)(1) of the Act in Case No. TO-2001-186 on December 7, 2000.

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

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

4. This interconnection agreement is over 35 pages in length. Producing the entire agreement as an exhibit, with the requisite number of copies, would be cumbersome and burdensome, as well as costly to reproduce. Petitioner’s recognize other parties may desire notice and use of other excerpts.

WHEREFORE Petitioners request that the Commission take official notice, for purposes of this proceeding, of the complete interconnection agreement cited above, and more specifically the attached Commission order in Case No. TO-2001-186, which approved the interconnection agreement, and the following portions of said interconnection agreement: the cover page, index pages i-ii, 19-29, and 33-34.

Respectfully Submitted,

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

By *Lisa Chase*

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ATTORNEYS FOR PETITIONERS

CERTIFICATE OF SERVICE

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

Lisa Chase
Lisa Cole Chase Mo Bar No. 51502



FILED³
SEP 20 2000
Missouri Public
Service Commission

**Commercial Mobile Radio Services (CMRS)
INTERCONNECTION
AGREEMENT**

FOR THE STATE OF MISSOURI

Effective: June 1, 2000

Ending: May 31, 2001

**SPRINT SPECTRUM L.P., A DELAWARE LIMITED PARTNERSHIP, AS
AGENT FOR WIRELESSCO, L.P., A DELAWARE LIMITED
PARTNERSHIP, D/B/A SPRINT PCS**

and

SPRINT MISSOURI, INC.

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PART C – INTERCONNECTION AND RECIPROCAL COMPENSATION

1. INTERCONNECTION

- 1.1. PCS shall interconnect with Sprint's facilities as follows for the purpose of routing or terminating traffic as covered under this Agreement:
- 1.2. PCS may interconnect its network facilities at any one or more technically feasible Points of Interconnection (collectively referred to as "POI") within Sprint's network. The Parties agree to interconnect at one or more of Sprint's Tandem Switches or to Sprint's End Office Switches. For each LATA in which PCS wants to establish Interconnection with Sprint, PCS must establish at least one physical POI in each LATA containing a Sprint wire center with which PCS and Sprint exchange local traffic, as long as LATAs are required by state or federal regulation.
- 1.3. Interconnection Facilities
 - 1.3.1. Interconnection mid-span meet arrangements will be made available to PCS.
 - 1.3.2. For construction of new facilities, Sprint shall be responsible for provisioning 50% of the interconnection facilities or to Sprint's wire center boundary, whichever is less. PCS shall be responsible for provisioning 50% of the interconnection facilities or to Sprint's wire center boundary, whichever is greater.
 - 1.3.3. If a mid-span meet arrangement is established via construction of new facilities or re-arrangement of existing physical facilities between Sprint and PCS, the relative use factor will be reduced by the proportionate percentage of route provided by each party. Or, should either Party prefer, new interconnection facilities may be provisioned via third party facilities or PCS can lease tariffed services from Sprint. Special construction charges, if applicable, will be charged in accordance with Sprint's access service tariff.
 - 1.3.4. If third-party-leased facilities are used for interconnection, or if leased facilities are provided under a meet-point arrangement between Sprint and a third-party, the POI will be defined as the Sprint office in which the leased circuit terminates.
 - 1.3.5. If Sprint-provided-leased facilities are used, the POI will be defined as the demarcation between Sprint's facility and PCS's equipment as long as the end point is within a LATA containing a Sprint wire center.
- 1.4. Interconnection to Sprint is possible with the following types of interconnection:
 - 1.4.1. Type 1 Interconnection. Type 1 interconnection is a trunk connection with line treatment at an end-office or remote switch subtending that end-office that uses trunk-side signaling protocols in conjunction with a feature generically referred to as Trunk With Line Treatment. A Type 1

Interconnection uses multifrequency (MF) address pulsing and supervision only and will provide PCS access to the NXX codes served by that individual End Office (or remote), the Tandem on which that End Office (or remote) subtends, and other End Offices subtending that Tandem.

- 1.4.2. Type 2A Interconnection. A Type 2A Interconnection is a trunk-side connection to a Sprint Tandem Switch that uses either MF or SS7 signaling and supervision. A Type 2A Interconnection provides access to the valid NXX codes with End Offices subtending the Tandem Switch. A Type 2A Interconnection cannot be used to reach Operator Services, E911, or to carry 800 or 900 traffic.
- 1.4.3. Type 2B Interconnection. A Type 2B Interconnection is a trunk-side connection to a Sprint End Office that uses either MF or SS7 signaling and supervision. A Type 2B Interconnection only provides access to the valid NXX codes served by that End Office and Remote Switches subtending that End Office and cannot be used to reach Operator Services, E911, or to carry 800 or 900 traffic.
- 1.4.4. Type 2C Interconnection. A Type 2C Interconnection is a trunk-side connection to a Sprint E911 tandem office that provides access to the Public Safety Answering Point (PSAP).
- 1.4.5. Type 2D Interconnection. A Type 2D Interconnection is a trunk-side connection directly to a Sprint Operator Services System switch that provides access to operator services call processing capabilities.
- 1.5. Interconnection to a PCS location within an MTA will provide Sprint with access to the PCS's facilities within that MTA and to other companies which are likewise connected to PCS within that MTA for local and toll service purposes.
- 1.6. Where PCS requires, 800 traffic or ancillary services (e.g., Directory Assistance, Operator Assistance, E911), separate trunking will be provided at PCS's expense as required for interconnection and routing to such ancillary services.
- 1.7. Sprint agrees to provide PCS with collocation space in its facilities reasonably necessary to accommodate PCS's terminating, transmission, and concentrating equipment, subject to physical space limitations. Sprint agrees to use its best efforts to provide new collocation arrangements no later than 90 days after PCS's firm order.
- 1.8. Establishing a Rate Center
 - 1.8.1. When Sprint delivers traffic to or receives traffic from PCS on a Type 2A basis, PCS may establish a rate center for each NPA/NXX that is located within the serving area of the Tandem Switch to which PCS is interconnected when the chosen rate center meets the following criteria:
 - 1.8.1.1. it is a Sprint exchange;

- 1.8.1.2. it is served by the same access Tandem Switch; and
 - 1.8.1.3. it is in the same or a different local calling area than the exchange where PCS's interconnection exists.
- 1.8.2. For tandem interconnection, until such time as the assignment of less than whole NPA/NXX codes to each rate center is technically and economically feasible for a Party, and that Party implements a program for the assignment of less than whole NPA/NXX codes, such Party shall assign whole NPA/NXX codes to each rate center. The parties agree to abide by applicable FCC/Commission orders relating to number assignment and that the parties will rate and route according to information populated in the LERG.
- 1.8.3. PCS will also designate a rating point and routing point for each NPA/NXX code assigned for PCS's use. PCS shall designate one location for each rate center area as the routing point for the NPA/NXXs assigned for PCS's use associated with that area, and such routing point shall be within the same LATA as the rate center area but not necessarily within the rate center area itself. Rate center areas may be different for each Party, as appropriate. The routing point associated with each NPA/NXX assigned for PCS's use need not be the same as the corresponding rate center point, nor must it be located within the corresponding rate center area, nor must there be a unique and separate routing point corresponding to each unique and separate rate center. Notwithstanding the above, the routing point may be in a different LATA than the rating point in circumstances where a routing point is located in the same Tandem Switch serving territory as the rating point.
- 1.8.4. Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended to, and nothing in this Agreement shall be construed to, in any way constrain either Party's choice regarding the size of the local calling area(s) that either Party may establish for traffic originated by its customers, which local calling areas may be larger than, smaller than, or identical to, the other Party's local calling areas.
- 1.8.5. To the extent that PCS uses numbers from the NPA/NXX blocks to provide fixed (non-mobile) telecommunications services over its CMRS network using its CMRS spectrum, the parties disagree regarding the type of compensation applicable to these fixed services (hereinafter, the "Disputed Issue"). Within 30 days after PCS begins to offer such fixed services, PCS will provide notice to Sprint, and the parties may commence negotiations over the Disputed Issue. Given that there is no meeting of the minds between the Parties as to the Disputed Issue, the Parties' execution of this Agreement does not constitute an admission that the other Party's position with respect to the Disputed Issue is lawful or reasonable, or a release or waiver of a Party's claims and defenses pertaining to the Disputed Issue. The entry into, filing and performance by the Parties of this Agreement does

not in any way constitute a waiver by either Party of any of the rights and remedies it may have to seek review of any of the provisions of this Agreement relating to the Disputed Issue, or to petition the Commission, other administrative body or court for reconsideration or reversal of any determination made by any of them, or to seek enforcement or review in any way of any portion of this Agreement in connection with the Disputed Issue. At such time as there is an FCC or Commission order in effect on this subject, the parties agree to comply with such order, and to renegotiate any necessary terms pursuant to Section 2.2 of this Agreement.

- 1.9. The provisions of this Section shall apply to Sprint's interconnection to PCS's network for the purpose of routing all the types of traffic.
- 1.10 For all 911/E911 traffic originating from PCS, it is the responsibility of PCS and the appropriate state or local public safety answering agency to negotiate the manner in which 911/E911 traffic from PCS will be processed.

2. EXCHANGE OF TRAFFIC

- 2.1. Where the Parties interconnect, for the purpose of exchanging traffic between networks, the provision of this Article 2 will apply.
- 2.2. The Parties agree to establish trunk groups from the POI such that trunking is available to any switching center designated by either Party, including end offices, tandems, 911 routing switches, where applicable, and directory assistance/operator service switches if available and necessary.
- 2.3. When traffic is not segregated according to traffic types, Sprint PCS will bill land to mobile traffic as if 100% of the traffic is local. Sprint will bill 95% of the mobile to land traffic as local, and will use a 5% InterMTA jurisdictional traffic factor for mobile to land traffic. The Parties also agree that PCS will provide Sprint with a percent interstate use factor (PIU) during the implementation of the contract. The PIU will be based upon actual traffic between the Parties, as recorded by PCS. PCS will provide updates to the PIU factor as necessary, but not more than quarterly. Any PIU provided by PCS shall be used going forward upon mutual agreement of the Parties. To the extent that PCS cannot provide a PIU, the Parties agree that they will use a PIU of 40%, such that the InterMTA traffic derived from the InterMTA traffic factor shall be treated as 40% interstate and 60% intrastate. These factors, which are used for billing, are influenced by the unique MTA geography of PCS and the local service areas served by Sprint. Either Party may 1) begin to use actual recorded usage upon notification to the other Party, or 2) may conduct a state-specific traffic study, using a minimum of 60 days of traffic information, in an effort to derive a more accurate InterMTA traffic percentage or PIU. The results of such study will be used going forward upon mutual agreement of the Parties; provided, however, that the InterMTA factor shall not be revised more often than once every six (6) months. Sprint and PCS reserve the right to verify any such study to ensure that the proper

factor is being applied. PCS agrees to work with Sprint to ensure the necessary traffic data required for sampling purposes is available for such verification.

- 2.4. The Parties agree to offer and provide to each other B8ZS Extended Superframe Format ("ESF") facilities, where available, capable of voice and data traffic transmission.
- 2.5. Where available, Sprint will provide and implement all defined and industry supported SS7 mandatory parameters as well as procedures in accordance with ANSI standards to support SS7 signaling for call setup for the interconnection trunks. To the extent Sprint provides ANSI optional parameters for its own use, Sprint shall provide the same to PCS.
- 2.6. In the event SS7 facilities are not available from Sprint, PCS may, at its option, obtain multifrequency signaling.
- 2.7. Where available, Sprint agrees to provide carrier identification parameter (CIP) within PCS's SS7 call set-up signaling protocol at no charge.
- 2.8. Sprint shall support intercompany 64 KBPS clear channel where it provides such capability to its end users.
- 2.9. The Parties will cooperate in the exchange of TCAP messages to facilitate full interoperability of SS7-based features between their networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its own end users.
- 2.10. Each Party is responsible for the transport of originating calls from its network to the technically feasible point of interconnection, and each Party will ensure that its facilities are compatible with the mutually agreed upon transmission and facility specifications.
- 2.11. Use of a third party provider of SS7 trunks, for connection PCS to the Sprint SS7 systems is permitted.

3. TYPES OF TRAFFIC AND SERVICES

- 3.1. The types of traffic to be exchanged pursuant to the terms of this Agreement include: Local Traffic, Transit Traffic, Indirect Traffic and Ancillary Traffic, as defined in Part A of this Agreement.
- 3.2. To the extent network and contractual arrangements exist with all necessary parties throughout the term of this Agreement, Sprint will provide intermediary tandem switching and transport services for PCS's connection of its end user to a local end user of: (1) CLECs, (2) another incumbent local exchange telecommunications carrier other than Sprint, (3) IXC, and (4) other CMRS carriers.
- 3.3. Sprint agrees not to impose restrictions on other traffic types delivered to/from the Point of Interconnection (POI) but reserves the right to require development and

reporting of a jurisdictional usage factor indicating local/EAS, intrastate toll (access/toll), interstate access usage and CMRS, if applicable or PCS's actual usage reporting. Sprint and PCS reserve the right to measure and audit all traffic to ensure that proper rates are being applied. PCS agrees to work with Sprint to insure the necessary traffic data required for sampling purposes is available for such audit.

4. COMPENSATION

4.1. Non-Local Traffic

- 4.1.1. Compensation for the termination of non-Local traffic and the origination of 800 traffic between the interconnecting Parties shall be based on the applicable access charges in accordance with FCC and Commission Rules and Regulations.
- 4.1.2. Toll or Special Access code (e.g., 950, 900) traffic originating from line-side connections (see Type 1 interconnections in Part C, paragraph 1.4.1) between Sprint and PCS will be routed to the assigned PIC for the line connection, or to the appropriate interexchange carrier when 1010XXX dialing is used. PCS is liable to the assigned interexchange provider for any charges occurring from such traffic. In areas where Sprint is the designated toll carrier, for lines that are IntraLATA PIC assigned to Sprint or in areas that do not support IntraLATA presubscription, IntraLATA toll will be charged at the appropriate rate out of Sprint's tariff. IntraLATA toll resulting from 0- or 0+ operator calls will also be charged at Sprint's tariffed rate.
- 4.1.3. InterMTA toll traffic, switched access, and special access traffic, if separately chargeable, shall be charged the appropriate rate out of the terminating Carrier's tariff, applicable rates, or via other appropriate meet-point access arrangements (see 6.4 regarding Meet Point Billing). Where exact transport mileage is not available, an average, arrived at by mutual agreement of the parties, will be used.

- 4.2. Local Traffic. Under this agreement, Sprint is only required to compensate PCS for terminating Local Traffic, as defined in Part A. The rates set forth on Attachment I shall be used. In the event, the FCC or the Commission do establish rates, terms and conditions for transport and termination of local telecommunications traffic, or for specific components included therein, that differ from the rates, terms and conditions established pursuant to this Agreement, the rates, terms and conditions established by the FCC or the Commission shall be implemented in this Agreement as of the date the rates, terms and conditions are made effective by the FCC or the Commission.

4.2.1. Traffic Terminating to Sprint

- 4.2.1.1. Each rate element utilized in completing a call shall be charged for completion of that call. For example, a call terminating from PCS over Sprint facilities to a Sprint end office through a Sprint tandem

would include charges from Sprint to PCS for Direct Transport to the tandem, Tandem Switching, Common Transport to the End Office and End Office switching.

4.2.1.2. Rate Elements.

4.2.1.2.1. End Office Switching (Termination). The End Office Switching rate will be applied to all minutes of use terminating to a Sprint End Office.

4.2.1.2.2. Transport

4.2.1.2.2.1. Direct Transport rates apply to dedicated transport facilities that PCS leases from Sprint.

4.2.1.2.2.2. Common Transport rates apply to PCS traffic transported between Sprint's End Offices and Sprint's Tandem Switches and between Sprint's End Offices and Remotes subtending those End Offices.

4.2.1.2.3. Tandem Switching. The Tandem Switching rate element is charged on every minute of use that is switched by Sprint's Tandem.

4.2.1.2.4. Nonrecurring Charges. All new interconnections or additions to existing interconnections between PCS's connecting facilities or MSCs and Sprint's Central Offices are subject to a nonrecurring charge.

4.2.2. Traffic Terminating to PCS

4.2.2.1. PCS will bill Sprint the same rates as Sprint charges PCS for Local Traffic terminating on its network until such time as FCC or Commission-approved cost studies are enacted.

4.2.2.1.1. Tandem Interconnection Charge. Once PCS has measurement capability, PCS will bill Sprint one rate consisting of the Tandem Switching, End Office Switching, and Common Transport rate elements as reflected in Attachment I for all traffic terminating to PCS via a tandem interconnection with Sprint.

4.2.2.1.2. End Office Interconnection Charge. Once PCS has measurement capability, PCS will bill Sprint one rate consisting of the End Office Switching and Common Transport to Remotes rate elements as reflected in Attachment I for all traffic terminating to PCS via an end-office interconnection with Sprint.

- 4.3. Indirect Traffic Terminating to Sprint. Rate elements that may be charged to PCS are (1) End Office Switching as set forth in Attachment I, and (2) any applicable Common Transport charges set forth in Attachment I except where the transiting LEC and Sprint End Office are collocated.
- 4.4. Indirect Traffic Terminating to PCS. Rate elements that may be charged to Sprint are (1) End Office Switching as set forth in Attachment I, and (2) any applicable Common Transport charge as set forth in Attachment I except where the transiting LEC and PCS's MSC are collocated.
- 4.5. Transit Traffic. PCS shall pay a transit rate, comprised of the Common Transport and Tandem Switching rate elements, as set forth in Attachment I when PCS uses a Sprint access tandem to terminate Local Traffic to a third-party LEC or another carrier. Sprint shall pay PCS a transit rate equal to the Sprint rate referenced above when Sprint uses a PCS switch to terminate Local Traffic to a third-party LEC or another carrier. Common Transport charges do not apply to transited traffic if the transiting Party is collocated with the third-party LEC or another carrier to which the traffic is transited.
- 4.6. Paging Traffic. Sprint will not engage in reciprocal compensation arrangements with carriers providing paging services until such time as such carriers have filed with and received approval of relevant cost studies from the pertinent Commissions.
- 4.7. Until such time as Sprint has either measurement capabilities or completed traffic studies which reflect actual usage by individual rate element from PCS to Sprint, Sprint will bill PCS a state-specific composite rate for all usage. The composite rate will be developed using the individual rate elements specified in 4.2.1 preceding and as set forth in Attachment I of this agreement. An inventory of the PCS's trunks by type of interconnection is obtained to develop a percentage of each interconnection type. The composite rate is developed by applying the applicable rate elements for each interconnection type by the percentage of the said interconnection type resulting in a weighted average rate. A summation of the weighted average rate of each interconnection trunk type is the resulting statewide average composite rate. At such time as Sprint commences using the CABS billing format, actual usage will be billed for each element, and the blended rate will no longer be used for billing.
- 4.8. Either Party may initiate a review, upon reasonable request of the other Party, of network and traffic weightings used in calculating the composite rate, such review to occur no more frequently than quarterly.
- 4.9. PCS shall bill based on actual minutes of use. To the extent that PCS is unable to bill on actual minutes of use, for the first six months this Agreement is in effect, the carrier shall bill Sprint based upon 25% (20% - 80%) of the amount billed by Sprint to the carrier. This billing arrangement assumes that approximately 80% of the total traffic between the Parties is Sprint terminating traffic.
- 4.10. During this same six month period, the carrier may conduct a state-specific traffic study, using a minimum of 60 days of traffic information, in an effort to derive the

actual traffic volumes between the Parties, the results of which will be used going forward upon mutual agreement of the Parties. Traffic study results may be revised and used for the carrier's billing to Sprint every six months thereafter upon mutual agreement of the Parties and at the request of either Party.

4.11. Unless otherwise stated in this Agreement, ancillary service traffic will be exchanged and billed in accordance with applicable tariffs or price lists, whether the traffic is Local/EAS or non-local.

4.12. Interconnection Facilities

4.12.1 Should PCS obtain network interconnection facilities via a special access service arrangement from Sprint, the charges shall be determined by Sprint's applicable interstate tariff for such facilities. Where these facilities are used for two-way traffic, the applicable recurring charges, if any, will be reduced by the agreed upon percentage representing the estimated or actual percentage of traffic terminated on the network of the party purchasing the "shared" facilities.

4.12.2. For the first six months this Agreement is in effect and to the extent that PCS does not have the necessary information or capability to bill Sprint based upon actual terminating traffic, Sprint and PCS will allocate the cost of interconnection facilities based upon an agreed upon factor of mobile-to-land traffic volume and an agreed upon factor of land-to-mobile traffic volume (i.e., PCS will bill Sprint an amount equal to the land-to-mobile traffic factor times Sprint's total interconnection facilities billing to PCS). During this same six-month period, PCS may conduct a state-specific traffic study, using a minimum of 60 days of traffic information, in an effort to derive the actual traffic volumes between the parties, the results of which will be used going forward to allocate the cost of interconnection facilities upon mutual agreement of the Parties. Traffic study results may be revised and used for PCS's billing to Sprint every six months thereafter upon mutual agreement of the parties and at the request of either party.

4.12.3 To the extent that a carrier uses actual minutes of use to calculate facilities chargeback, the chargeback percentage should not change more than semiannually. The chargeback percentage for the initial six (6) months will be agreed upon by the parties. No chargeback percentage change shall be applied retroactively.

4.12.4. If PCS provides 100% of the interconnection facility via lease of meet-point circuits between Sprint and a third party; or lease of third-party facilities or construction of its own facilities; PCS may charge Sprint for proportionate amount based on relative usage using the lesser of (1) Sprint's dedicated interconnection rate; (2) its own costs if filed and approved by a commission of appropriate jurisdiction; or (3) the actual lease cost of the interconnecting facility.

- 4.12.5. Neither party is obligated under this Agreement to order reciprocal trunks or build facilities in the establishment of interconnection arrangements for the delivery of Internet traffic. However, neither party can dictate what the other party will order to serve the ordering party's customers. The party serving the Internet service provider shall order trunks or facilities from the appropriate tariff of the other party for such purposes and will be obligated to pay the full cost of such facility. Sprint agrees to follow the rules/orders of the Commission regarding compensation for the delivery of Internet traffic.

5. CHARGES AND PAYMENT

- 5.1. In consideration of the services provided under this Agreement, the Parties shall pay the charges set forth in Attachment I subject to the provisions of Part B, Sections 2.2 and 2.3 hereof.
- 5.2. Subject to the terms of this Agreement, the Parties shall pay undisputed invoices within 30 days from the Bill Date. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made the next business day.
- 5.3. Billed amounts which are being investigated, queried, or for which claims have been or may be filed, are not due for payment until such investigations, claims, or queries have been resolved in accordance with the provisions governing dispute resolution of this Agreement.
- 5.4. The Parties will assess late payment charges to each other in accordance with the applicable tariff or, if there is no tariff, the Billing Party will assess a late payment charge equal to the lesser of 1.5% or the maximum rate allowed by law per month of the balance due, until the amount due, including late payment charges, is paid in full.
- 5.5. Sprint will not accept any new or amended order for Telecommunications Services Interconnection or other related services under the terms of this Agreement from PCS while any past due, undisputed charges remain unpaid for any service, and reserves the right to terminate existing services.

6. BILLING

- 6.1. Each Party acknowledges that it is the originating Party's responsibility to enter into transiting arrangements with the third-party LEC providing the transit services. Each Party acknowledges that the transiting Party does not have any responsibility to pay any third-party Telecommunications Carrier charges for termination of any identifiable Transit Traffic from the originating Party. Both Parties reserve the right not to pay such charges on behalf of the originating Party.
- 6.2. Each terminating Party is responsible for billing the originating company for traffic terminated on its respective networks. For Indirect Traffic, the originating Party will provide the originating billing information to the terminating Party if technically feasible. If the originating Party cannot provide the originating billing information

to the terminating Party, then the terminating Party must obtain the originating billing information from the third-party transit company. Any costs incurred by the terminating Party in obtaining the records, and costs incurred in manual billing, will be billed back to the originating Party. It is each Party's responsibility to enter into appropriate contractual arrangements with the third-party transit company in order to obtain the originating billing information from the transit company

6.3. When a third-party's tandem and/or transit service is used to interconnect the Parties, measurements provided by the third party may be used to determine the traffic volumes between the Parties.

6.4. Meetpoint.

6.4.1 When the Parties jointly provide switched access services to an interexchange carrier ("IXC") the Parties will establish industry standard Meet Point access arrangements to support the exchange of traffic with the IXC. Pursuant to the procedures described in Multiple Exchange Carrier Access Billing ("MECAB") document, MECAB-006, issue 6, February 1998, the Parties shall provide to each other the Switched Access Detail Usage Data and the Switched Access Summary Usage Data to bill for jointly provided switched access service, such as switched access Feature Groups B and D. The Parties agree to provide this data to each other at no charge. Such exchange of data shall commence on the effective date of this Agreement.

6.4.2 If the procedures in the MECAB document are amended or modified, the Parties shall implement such amended or modified procedures within a reasonable period of time. Each party shall provide the other Party the billing name, billing address, and carrier identification ("CIC") of the IXCs that may utilize any portion of either Party's network in a MPB arrangement in order to comply with the MPB Notification process as outlined in the MECAB document. Each Party shall implement "Multiple Bill Alternative Implementation Option One" wherein each Party bills the IXC for its portion of the jointly provided switched access services.

6.5. Reserved.

6.6. Transit Traffic. If the terminating Party requests, and the transiting company does not provide the terminating Party with the originating record in order for the terminating Party to bill the originating company, the terminating Party shall default bill the transiting Party for transited traffic which does not identify the originating company.

6.7. Exchange of Records

6.7.1. Carrier and Sprint will exchange records based on mutually agreed upon industry standards and electronic data processes to the extent those standards exist.

- 4.3. PCS and Sprint shall negotiate a process to expedite network augmentations and other orders when initiated by the other Party.
- 4.4. PCS and Sprint will mutually develop operating statistical process measurements to ensure that a negotiated service quality level is maintained. Such statistics will be exchanged under an agreed upon schedule.

5. INFORMATION

- 5.1. The Parties must provide order confirmation within 24 hours of completion to ensure that all necessary translation work is completed on newly installed facilities or augments.

PART E – ACCESS TO TELEPHONE NUMBERS

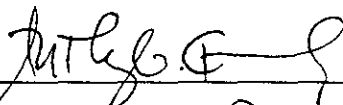
1. GENERAL REQUIREMENTS

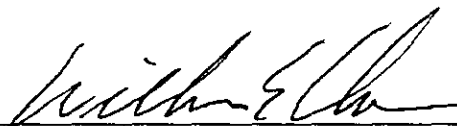
- 1.1. It is the responsibility of each Party to program and update its own switches to recognize and route traffic to the other Party's assigned NXX codes. Neither Party shall impose fees or charges on the other Party for required programming and switch updating activities.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representatives.

PCS

Sprint

By: 
 Name: ANTHONY KRUECK for JOHN HARRISON
 Title: V.P. - ENGINEERING
 Date: 6/2/00

By: 
 Name: William E. Cheek
 Title: VP - Sales & Account Mgmt.
 Date: 7/12/00

*Sprint / Sprint PCS
 CMRS Interconnection Agreement – MO
 Effective Date 06/01/00*

ATTACHMENT I – PRICE LIST

Description	State - MO
TERMINATING COMPENSATION	
End Office Switching Per Minute of Use	\$0.004891
Tandem Switching Per Minute of Use	\$0.003009
Common Transport per Minute of Use	\$0.005285
TRANSPORT	
Inter-exchange DS1 Direct Transport	See rate schedule
Inter-exchange DS3 Direct Transport	See rate schedule
Common Transport per Minute of Use	\$0.005285
*Common Transport Remote Factor	0.352064
Common Transport to Remotes per Minute of Use	\$0.001861
NRC DS1	\$192.83
NRC DS3	\$219.48
INTERCONNECTION	
Intra-exchange Interconnection DS1	See rate schedule
Intra-exchange Interconnection DS3	ICB
NRC DS1	\$100.40
NRC DS3	ICB
FEATURES	
Multi-Line Hunt	\$0.07
NRC Multi-Line Hunt	\$21.63
SS7 Signaling per Trunk	\$1.33
911 Tandem Port	\$19.59
NRC 911 Tandem Port	\$131.49

The prices in this table are for Interconnection Services as described in this Agreement. Carrier may also take such other services not covered by this Agreement as the Parties may agree either pursuant to applicable state tariffs or separate agreement ("Non-Interconnection Services"). The rates, terms and conditions for such Non-Interconnection Services shall be as designated in the applicable tariff or separate agreement. Any incidental services (e.g. directory assistance, operator services, etc.) will be billed at the standard rates for those services.

BEFORE THE PUBLIC SERVICE COMMISSION

OF THE STATE OF MISSOURI

In the Matter of the Commercial Mobile Radio
Services Interconnection Agreement of Sprint
TO-2001-186
Missouri, Inc., d/b/a Sprint, and Sprint PCS.

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)
)
Case No.

ORDER APPROVING INTERCONNECTION AGREEMENT

On September 20, 2000, Sprint Missouri, Inc. (Sprint), filed an application with the Commission for approval of a commercial mobile radio services interconnection agreement (Agreement) with Sprint PCS (Sprint PCS). The Agreement was filed pursuant to Section 252 (e) (1) of the Telecommunications Act of 1996 (the Act). See 47 U.S.C. § 251, et seq. The Agreement would permit Sprint PCS to acquire wireless interconnection services from Sprint.

Although Sprint PCS is a party to the Agreement, it did not join in the application. On October 3, 2000, the Commission issued an order making Sprint PCS a party in this case and directing any party wishing to request a hearing to do so no later than October 23, 2000. No requests for hearing were filed.

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

On October 31, 2000, the Staff of the Commission (Staff) filed a memorandum and recommendation, recommending that the Agreement be approved. The Commission reviewed the application and staff recommendation and determined that additional information was required. On November 8, 2000, the Commission issued its Order Directing Filing to obtain additional information. On November 20, 2000, the Commission's Staff filed a second memorandum and recommendation responding to the Commission's order. No party filed any response to the Staff memoranda and recommendations.

Discussion

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

In its first memorandum the Staff recommends that the Agreement be approved, and notes that the Agreement meets the limited requirements of the Act in that it does not appear to be discriminatory toward nonparties, and does not appear to be against the public interest. Staff recommends that the Commission direct the parties to submit any further modifications or amendments to the Commission for approval. In its second memorandum filed in response to the Commission's Order Directing Filing, the Staff addressed the Commission's concerns that this Agreement between affiliated companies might raise competitive issues. Staff indicated that the pending Agreement presented a few rates to be determined on an individual case (ICB) basis and that this type of pricing between affiliate entities might raise potential concerns. However, in this Agreement Staff further indicated that the ICB rates in question concern facilities that are typically priced on an ICB basis and would not raise any more concern than presently exists in tariffs.

Findings of Fact

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

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

Modification Procedure

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

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

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

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

Conclusions of Law

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

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

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

IT IS THEREFORE ORDERED:

1. That the interconnection agreement between Sprint Missouri, Inc., d/b/a Sprint, and Sprint PCS, filed on September 20, 2000, is approved.

2. That any changes or modifications to this Agreement shall be filed with the Commission pursuant to the procedure outlined in this order.

3. That this order shall become effective on December 17, 2000.

4. That this case may be closed on December 18, 2000.

BY THE COMMISSION

Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge

(S E A L)

Keith Thornburg, Regulatory Law Judge,
by delegation of authority pursuant
to Section 386.240, RSMo 1994.

Dated at Jefferson City, Missouri,
on this 7th day of December, 2000.