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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:

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

Thank you for seeing this filed.

Sincerely,


Lisa Cole Chase

LCC:sw

Enc.

cc: 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") to take official notice of the referenced portions of the following interconnection agreement, and the Commission order approving same:

1. The interconnection agreement between Southwestern Bell Telephone Company and CMT Partners, which was submitted for approval pursuant to § 252(e)(1) of the

Telecommunications Act of 1996, 47 U.S.C. § 252(e)(1), and was approved by the Commission pursuant to § 252(e)(1) of the Act in case TO-98-96 on November 25, 1997.

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 50 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-98-96, which approved the interconnection agreement, and the following portions of said interconnection agreement: pages 1-5, 14-19, 41-44, and 48.

Respectfully Submitted,

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

By 

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Lisa Cole Chase MO Bar No. 51502

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ATTORNEYS FOR PETITIONERS

CERTIFICATE OF SERVICE

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


Lisa Cole Chase Mo Bar No. 51502

MISSOURI

**AGREEMENT FOR INTERCONNECTION
AND RECIPROCAL COMPENSATION**

by and between

CMT PARTNERS

and

SOUTHWESTERN BELL TELEPHONE COMPANY

MORRISON & HECKER LLP.
ATTORNEYS AT LAW

2600 Grand Avenue
Kansas City, Missouri 64108-4606
Telephone 816-691-2600
Telefax 816-474-4208

December 19, 1997

Lisa J. Hansen

Direct Dial: 816-691-2431

98-96
FILED
DEC 22 1997

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

MISSOURI
PUBLIC SERVICE COMMISSION

Re: Case No. TO-98-96

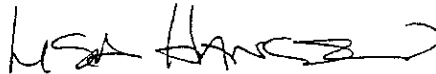
Dear Mr. Wright:

Pursuant to the Commission's Order Approving Interconnection Agreement dated November 25, 1997, enclosed is a copy of the CMT Partners/Southwestern Bell Telephone Company interconnection agreement with the pages numbered seriatim in the lower right-hand corner.

If anything further is needed, please contact me.

Very truly yours,

MORRISON & HECKER L.L.P.



Lisa J. Hansen

LJH:dmt

cc: Mr. Anthony Conroy (w/encl.)
Marc E. Elkins

LJHAN@JU.KCM/dmt

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PRICING

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consistent with the timelines established by the FCC in the Second Report and Order, CC Docket 96-98. Carrier will be solely responsible, at its own expense, for the overall design of its telecommunications services and for any redesigning or rearrangement of its telecommunications services which may be required because of SWBT modifications, including, without limitation, changes in facilities, operations or procedures, minimum network protection criteria, or operating or maintenance characteristics of facilities.

3. TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE PURSUANT TO SECTION 251(C)(2)

This Section 3 provides the terms and conditions for the exchange of traffic between the Parties' respective networks for the transmission and routing by the Parties of Local Traffic, and Transiting Traffic.

3.1 Basic Terms

3.1.1 Mobile to Land Traffic

3.1.1.1 Carrier shall be responsible for the delivery of traffic from its network to the appropriate point of interconnection on its network for the transport and termination of such traffic by SWBT to a SWBT end user or for delivery by SWBT to a Third Party Provider.

3.1.1.2 Unless Carrier elects to provision its own facilities under section 2.3, SWBT shall provide the physical plant facilities that interconnect Carrier's point of interconnection with SWBT's point of interconnection. SWBT shall provision mobile to land connecting facilities for Carrier under the terms and conditions specified in Section 7 of the applicable interstate or intrastate Special Access Tariffs.

3.1.2 Land to Mobile Traffic

3.1.2.1 SWBT shall be responsible for the delivery of traffic from its network to the appropriate point of interconnection (within the serving wire center boundary of the end office in which the tandem, providing Type 2A Interconnection, is located, or within the serving wire center boundary of the end office providing Type 1 Interconnection) on its network for the transport and termination of such traffic by Carrier to the handset of a Carrier end user.

3.1.2.2 Unless SWBT elects to have Carrier or a third party provision facilities under section 2.4, SWBT shall provide the physical plant facilities that interconnect SWBT's point of interconnection with Carrier's point of interconnection. SWBT shall be responsible for the physical plant facility from its network to the appropriate point of interconnection within the

serving wire center boundary of the end office in which the tandem, providing Type 2A Interconnection, is located, or within the serving wire center boundary of the end office providing Type 1 Interconnection.

3.1.3 Traffic To Third Party Providers

Carrier and SWBT shall compensate each other for traffic that transits their respective systems to any Third Party Provider, as specified in Appendix PRICING. The Parties agree to enter into their own agreements with Third Party Providers; however, for a period of six (6) months from the effective date of this agreement, SWBT and Carrier agree to continue the existing revenue sharing arrangements, which SWBT currently has with Third Party Providers. Carrier agrees to compensate SWBT for this traffic at rate levels as specified in the intrastate Wireless Interconnection Tariff. As Carrier enters into agreements with Third Party Providers, SWBT and Carrier agree that Carrier will then compensate SWBT at the Transiting Rate as specified in Appendix PRICING. Carrier agrees to make a good faith effort to complete agreements with all Third Party Providers within the six (6) month period, thereby minimizing any traffic sent to SWBT for termination on a Third Party Provider's network unless or until the Carrier has a traffic interchange agreement with the Third Party Provider. In the event that Carrier does send traffic through SWBT's network to a Third Party Provider with whom Carrier does not have a traffic interchange agreement, then Carrier agree to indemnify SWBT for any termination charges rendered by a Third Party Provider for such traffic.

3.2 **Reciprocal Compensation**

3.2.1 Rates

The Parties shall provide each other symmetrical, Reciprocal Compensation for the transport and termination of Local Traffic at the rates specified in Appendix PRICING. SWBT shall compensate Carrier for the transport and termination of Local Traffic originating on SWBT's network; Carrier shall compensate SWBT for the transport and termination of Local Traffic originating on Carrier's network. Compensation shall vary based on the method of interconnection used by the Parties, as specified in Appendix PRICING. Additional charges may also apply (on a non-symmetrical, non-reciprocal basis) as provided for in this Agreement. The Parties acknowledge that the rates set forth in Appendix PRICING are interim and shall be replaced by final rates as adopted by the Commission or the FCC based on final and unappealable costing rules adopted by the FCC, as further described below and in section 14.

3.2.2 True Up

The Parties recognize that rates, among other things, provided for under this Agreement may be affected by subsequent ruling of state or federal legislative bodies, courts, or regulatory agencies of competent jurisdiction. Accordingly, the Parties agree that in the event of such a final, non-appealable ruling, the Parties shall true up the Reciprocal Compensation provided for in this section once the ruling, decision or other mandate becomes effective, final and non-appealable (the "True Up Date"). In the event of such a ruling on rates from the Commission, true up shall provide each Party the level of compensation it would have received had the Commission-approved rates been in effect starting as of the Effective Date of this Agreement and ending on the True Up Date. The Parties shall complete true up 60 days after the True Up Date.

3.2.3 Exclusions

Reciprocal Compensation shall apply solely to the transport and termination of Local Traffic, and shall not apply to any other traffic or services, including without limitation:

3.2.3.1 interMTA traffic;

3.2.3.2 Transiting Traffic;

3.2.3.3 traffic which neither originates nor terminates on Carrier's network;

3.2.3.4 traffic which neither originates nor terminates on SWBT's network;

3.2.3.5 non-local traffic associated with SWBT's Area Wide Calling Plan traffic;

and

3.2.3.6 Paging Traffic.

3.2.4 Measuring Calls as Local Traffic

In order to measure whether traffic is Local Traffic for purposes of calculating Reciprocal Compensation, the Parties agree as follows: for SWBT, the origination or termination point of a call shall be the end office which serves, respectively, the calling or called party. For Carrier, the origination or termination point of a call shall be the cell site/base station which serves, respectively, the calling or called party at the time the call begins.

3.2.5 Conversation Time

For purposes of billing compensation for the interchange of local traffic, intraMTA traffic, billed minutes will be based upon conversation time. Conversation time will be determined from actual usage recordings. Conversation time begins when

the terminating Party's network receives answer supervision and ends when the terminating Party's network receives disconnect supervision.

3.3 Additional Compensation

In addition to any other charges specified in this Agreement, the following charges may be applicable as specified in this Agreement at the rates listed in Appendix PRICING. Charges listed are in addition to, not exclusive of, any other charges that may be applicable under this Agreement.

- 3.3.1 Transiting Charge: Each Party shall compensate the other Party for traffic which transits the other Party's network destined to a Third Party Provider at rates specified in Appendix PRICING.
- 3.3.2 Facilities Charges: Each Party shall compensate the other (not on a reciprocal, symmetrical basis) for the use of the providing Party's facilities between Carrier and SWBT points of interconnection, in either direction, as the case may be.
- 3.3.3 Special Requests: All requests for (i) services covered by this Agreement for which facilities do not exist, (ii) facilities, equipment or technologies not, in the providing Party's sole discretion, necessary to fulfill a request under this Agreement, or (iii) services not specifically enumerated in the Agreement, shall be handled as a Special Request, as described in section 6.1.2. Special Requests may include, without limitation, requests for fiber, microwave, alternate routing, redundant facilities and other non-standard facilities or services.

3.4 Signaling

SWBT will provide at Carrier's request Signaling System 7 ("SS7") in order to allow out of band signaling in conjunctions with the exchange of traffic between the Parties' respective networks. The Parties shall provide such service at the rates specified in Appendix PRICING. This rate is for the use of multiple SWBT STPs in the provisioning of mobile to land traffic. Charges for STP Access Links and Port Terminations used to connect Carrier's MSC or STP (whichever is applicable) and SWBT's STP shall be shared by the Parties based on the proportional (percentage) basis as specified in Appendix PRICING and at rates specified in Section 23 of FCC Tariff No. 73.

4. TRANSMISSION AND ROUTING OF EXCHANGE ACCESS SERVICE PURSUANT TO SECTION 251(C)(2)

This Section 4 provides the terms and conditions for the exchange of traffic between Carrier's network and SWBT's network for switched access to/from IXCs, thus enabling

Carrier end users to access (or be accessible to) IXC's for the transmission and routing of interMTA and interLATA calls.

4.1 General

4.1.1 Carrier may order Equal Access Trunks in order to provide for access to/from IXC's through SWBT's network. Equal Access Trunks shall be used solely for the transmission and routing of Exchange Access to allow Carrier's end users to access (or be accessible to) IXC's, and shall not be used by Carrier for any other purpose.

4.1.2 For as long as SWBT may require, Carrier shall provide SWBT the appropriate call data to allow SWBT to bill IXC's for Originating Access (as defined below). Such data shall be provided in a form mutually agreed to by the Parties. SWBT shall notify Carrier in writing when it no longer requires Carrier to provide such data.

4.2 Access Charges

4.2.1 When Applicable

Carrier shall pay SWBT Switched Access charges (including Carrier Common Line, Local Switching, and Transport) for any and all traffic which crosses an MTA boundary (as defined by the cell site/base station at which the call originates or terminates and the SWBT end user's serving wire center to which the call originates or terminates). Switched Access charges are specified in Appendix PRICING.

Both Parties recognize that legislative and regulatory activities may impact the rate, terms and conditions associated with Switched Access services. The Parties agree that any rate changes associated with Switched Access services will flow through to the InterMTA rates specified in Appendix PRICING.

4.2.2 InterMTA Factor

The Parties have agreed upon the interMTA factor specified in Appendix PRICING, which represents the percent of total minutes to be billed access charges. Carrier represents that the factor is based on a reasonable traffic study conducted by Carrier, and shall make such study available to SWBT upon request. Six months after the effective date of this Agreement, and every 12 months thereafter, Carrier shall conduct a study (available to SWBT on request) to ensure the Parties are using an accurate interMTA factor.

The Parties agree that if the percent of land to mobile interMTA traffic is less than 3 percent of the land to mobile traffic, then such traffic will be deemed as diminimus and the land to mobile factor will be set a 0%.

4.2.3 Examples

Following are two examples of traffic for which Carrier shall be required to pay access charges. They are examples only and in no way shall be deemed limiting or exhaustive of the applicability of access charges under this Agreement.

4.2.3.1 When a SWBT end user calls a Carrier end user (a land to mobile call), SWBT delivers the call to Carrier, and Carrier transports the call across MTA boundaries (either directly or through an IXC), access charges shall apply to Carrier ("Originating Access").

4.2.3.2 When a Carrier end user calls a SWBT end user (a mobile to land call), the call crosses MTA boundaries, and Carrier transports the call across MTA boundaries, access charges shall apply to Carrier ("Terminating Access").

4.2.4 Limitation

If traffic is handed from SWBT directly to an IXC, from Carrier to IXC via equal access trunks, or from an IXC directly to SWBT, access charges shall not apply to Carrier.

5. TRANSMISSION AND ROUTING OF OTHER TYPES OF TRAFFIC

This Section 5 provides the terms for the exchange of 800/888 traffic, 911/E911 traffic, and Directory Assistance traffic from an end user on Carrier's network to SWBT's network.

5.1 800/888 Traffic

5.1.1 Carrier may order from SWBT Miscellaneous Facilities in order to deliver 800/888 Traffic from a Carrier end user to SWBT's network. Such Miscellaneous Facilities shall be used solely for the transmission and routing of 800/888 traffic to allow Carrier's end users to send calls to SWBT for completion to IXCs, LECs other than SWBT, or SWBT.

5.1.2 Charges for Miscellaneous Facilities are specified in Section 7 of the applicable interstate or intrastate Special Access Tariffs. Additional charges for services provided on Miscellaneous Facilities may also apply, including, without limitation, charges for directory assistance services and transport as well as other operator services.

TO-98-96

If this Agreement is acceptable to Carrier and SWBT, both Parties will sign in the space provided below. This Agreement shall not bind Carrier and SWBT until executed by both parties.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION AGREEMENT.

Sign: Jeffrey A. Harkman

Sign: [Signature]

Jeffrey A. Harkman
Print Name:

STEPHEN M. CARTER
Print Name:

Vice-President + General Manager
Position/Title
CMT Partners

Vice President & General Manager
Position/Title
Southwestern Bell Telephone Company

3-31-97
Date:

4-2-97
Date:

APPENDIX GSA

(LICENSED GEOGRAPHIC SERVICE AREAS) FOR CELLULARONE

<u>Market Name</u>	<u>Counties in GSA</u>	<u>CLLI Code</u>
Kansas City, MO. & KS.	Jackson, MO. Ray, MO. Platte, MO. Clay, MO. Cass, MO. Johnson, KS. Wyandotte, KS.	KSCYMO55DS0 MSSNKSABWMC
St. Joseph, MO.	Buchanan, MO. Andrew, MO.	STJSMOAG1MD
Lawrence, KS.	Douglas, KS.	LWRNKSKU1MD
Topeka, KS.	Shawnee, KS. Osage, KS. Jefferson, KS.	TPKAKSJS1MD
Wichita, KS.	Sedgwick, KS. Butler, KS.	WCHTKSMU1MD

MISSOURI

APPENDIX PRICING

1.0 Mobile to Land Interconnection Rates

Type 2A	Type 1	Type 2B	Transiting
\$.01	\$.01	\$.004	\$.003

2.0 Land to Mobile Interconnection Rates

All Interconnection Types	Transiting
\$.01	\$.003

3.0 Carrier facilities will be provided at rates, terms, and conditions developed on an individual case basis.

4.0 Shared Facility (1)(2)

4.1	Shared Facility Factor - Carrier	.80
4.2	Shared Facility Factor - SWBT	.20

5.0 Inter MTA Traffic (2)

5.1 Inter MTA Traffic Factor

Land to Mobile: if less than 3% is reported then factor will be set a 0%, if greater than 3% then factor will be actual percentage reported

Mobile to Land: .3%

5.2 Inter MTA Rates (to be paid to SWBT by Carrier on applicable Inter MTA calls)

Land to Mobile (originating)	\$.023971
Mobile to Land (terminating)	\$.023971

- 1 These factors represent the percentage of the facility rate that each Party will pay for each shared connecting facility.
- 2 This is an interim factor agreed to by Carrier and SWBT. This factor is to be verified within six (6) month the Effective Date of this Agreement.

MISSOURI

APPENDIX PRICING (Continued)

6.0 Directory Assistance

6.1 Directory Assistance Rates

Per Call	\$.2975
----------	----------

Transport Per Call

0 - 1 mile	\$.0028
>1 to 25 miles	\$.0060
>25 to 50 miles	\$.0222
>50 miles	\$.0351

6.2 Directory Assistance Call Completion

6.2.2 Per Completed Call	\$.20
--------------------------	--------

6.2.3 Operator Service Circuits

In addition to the Per Call Rates, Carrier must establish facilities between the Carrier's MSC and SWBT's TOPS tandem. Prices can be found in Section 7 of the applicable interstate or intrastate Access Services Tariffs.

7.0 Area Wide Calling Plan (AWCP)

7.1 AWCP Rates per MOU

Local Switching	\$.008480
-----------------	------------

Local Transport

0 - 1 mile	\$.0050
>1 to 25 miles	\$.0077
>25 to 50 miles	\$.0162
>50 miles	\$.0274

Carrier Common Line	\$.01
---------------------	--------

7.2 A nonrecurring charge of \$3958.50 applies to arrange a new AWCP NXX Code or to covert an existing NXX Code to an AWCP.

8.0 Signaling System 7 ("SS7") Transport

Rate per million octets	\$2.39
-------------------------	--------

APPENDIX DCO
CELLULARONE POIs

MTSO	CLLI	ADDRESS
MTSO1	KSCYMO55DS0	1425 Oak Street, Kansas City, MO. 64106
MTSO2	MSSNKSABWMC	7000 Squibb, Mission KS. 66202
MTSO3	STJSMOAG1MD	3401 S. 42nd St., St. Joe, MO. 64502
MTSO4	LWRNKSKU1MD	800 S.W. Jackson, Topeka, KS. 66605
MTSO5	TPKAKSJS1MD	801 S.W. Jackson, Topeka, KS. 66605
MTSO6	WCHTKSMU1MD	1516 E. Murdock, Wichita, KS. 67214
MTSO7	ELDOKSAM1MD	1517 E. Murdock, Wichita, KS. 67214

STATE OF MISSOURI

PUBLIC SERVICE COMMISSION

At a session of the Public Service

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In the Matter of the Joint Application of South-)
western Bell Telephone Company and CMT Partners) Case No. TO-98-96
for Approval of Interconnection Agreement under)
the Telecommunications Act of 1996.)
)

ORDER APPROVING INTERCONNECTION AGREEMENT

Southwestern Bell Telephone Company (SWBT) and CMT Partners (CMT) filed a joint application with the Missouri Public Service Commission (Commission) on September 2, 1997, for approval of an interconnection agreement (the Agreement) between SWBT and CMT pursuant to Section 252(e)(1) of the Telecommunications Act of 1996 (the Act). See 47 U.S.C. ' 251, et seq. Appended to the joint application was a copy of the Agreement, which identified an additional party to the interconnection agreement, St. Joseph Celltelco.

The Commission issued an Order and Notice on September 9 which established a deadline for applications to participate without intervention, and established a deadline for comments. In the Order and Notice, the Commission also asked CMT to provide copies of its fictitious name registration with the state and to more fully identify St. Joseph Celltelco and its relationship to the interconnection agreement between CMT and SWBT. CMT filed the documentation concerning its fictitious name on September 22. On September 24, CMT responded by letter to the Commission's request for information concerning St. Joseph Celltelco. CMT states that St. Joseph Celltelco is a general partnership consisting of nine partners organized under the laws of the District of Columbia. CMT owns an 87 percent interest in St. Joseph Celltelco through its wholly owned subsidiary, McCaw Communications of St. Joseph, Inc. CMT states that it is presently in the process of completing and filing a registration of fictitious name for St. Joseph Celltelco with the Missouri Secretary of State. According to CMT's letter, St. Joseph Celltelco holds a license to provide commercial mobile radio service (CMRS), as defined by the Act, within both Andrew and Buchanan Counties in Missouri. CMT states that it operates and manages this license pursuant to an agreement with St. Joseph Celltelco. Under this management agreement, CMT is authorized to negotiate and enter into agreements (such as the present interconnection agreement) for St. Joseph Celltelco.

On October 14, the Small Telephone Company Group (STCG), Fidelity Telephone Company (Fidelity) and Bourbeuse Telephone Company (Bourbeuse) (collectively referred to as the Participants) filed late applications for participation. The Commission granted participation to STCG, Fidelity and Bourbeuse on October 30, and these Participants jointly filed comments on November 5. SWBT filed a response to the comments on November 14. The Staff of the Commission (Staff) filed a Memorandum recommending approval of the Agreement on November 10.

Although the Participants filed comments, they did not request a hearing. 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 requested a hearing in this case, the Commission may grant the relief requested based on the verified application. However, the Commission will consider the comments filed by the Participants, along with SWBT's reply and Staff's recommendation.

Discussion

The Commission, under the provisions of Section 252(e) of the Act, has authority to approve an interconnection agreement negotiated between an incumbent local exchange company (ILEC) and other telecommunications carriers. The Commission may reject an interconnection agreement only if the agreement is discriminatory to a nonparty or is inconsistent with the public interest,

convenience and necessity.

The initial term of the Agreement between SWBT and CMT is a one-year period from the effective date of the Agreement; thereafter, the Agreement shall continue in effect until one of the parties gives a 60-day written notice of termination. The Agreement states that the parties shall effectuate all terms of the Agreement upon final approval of the Agreement by the relevant state commission.

The Agreement states that CMT may interconnect with SWBT's network at any technically feasible point. The points of interconnection agreed to by the parties are listed in Appendix DCO. The Agreement also describes the network architectures which the parties may use to interconnect their networks. Either party may request physical collocation or virtual collocation. CMT may collocate at a SWBT facility with a third party with whom SWBT has already contracted for collocation, and vice versa. Either party may also request SONET-based interconnection. In addition, the parties may share SWBT interconnection facilities. CMT shall provide SWBT with an annual forecast of intended mobile to land usage for each point of interconnection. As a result of the interLATA restrictions on SWBT, CMT agrees to interconnect with at least one SWBT facility in each LATA in which it desires to pass traffic to SWBT for transport and termination.

Further, the parties have agreed upon a factor for traffic which crosses a major trading area (MTA) boundary. This factor represents the percent of total minutes which will be billed access charges. The parties agree that the initial factor will be set at .03. However, CMT is responsible for conducting a reasonable traffic study after six months, and every twelve months thereafter, to ensure that the interMTA factor is accurate.

CMT may order equal access trunks, such that traffic exchanged between CMT's and SWBT's networks will have switched access to and from interexchange carriers (IXCs), thus enabling CMT's end users to access or be accessible to IXCs. CMT shall provide appropriate call data to allow SWBT to bill IXCs for originating access. CMT shall also pay SWBT switched access charges for any traffic which crosses an MTA boundary.

With respect to third-party providers, CMT and SWBT agree to compensate each other for traffic that transits their respective systems to any third-party provider. The parties also agree to enter into their own agreements with third-party providers within six months from the effective date of the Agreement. In the event that CMT sends traffic through SWBT's network to a third-party provider with whom CMT does not have an interconnection agreement, CMT will indemnify SWBT for any termination charges rendered by a third-party provider for such traffic.

In addition, the Agreement provides for the transmission and routing of other types of traffic, such as 800/888 traffic, E911/911 traffic, operator services, and directory assistance. CMT may request area-wide calling plan (AWCP) arrangements. SWBT will

also provide Signaling System 7 (SS7) at CMT=s request. In addition, the Agreement provides for access to numbering resources, access to rights-of-way, and network maintenance. SWBT will make local and intraLATA dialing parity available to CMT in accordance with the Act.

Finally, the Agreement provides that both parties shall provide each other with reciprocal compensation for the transport and termination of local traffic at the rates specified in the Appendix PRICING. Because the parties recognize that the rates provided in the Agreement may be affected by subsequent rulings of state or federal legislative bodies, courts or regulatory agencies, the Agreement provides that in the event of a final, nonappealable ruling, the parties shall Atrue-up@ the reciprocal compensation within 60 days of the effective date of the ruling.

STCG, Fidelity, and Bourbeuse filed their Comments Regarding Approval of the Interconnection Agreement on November 5. The Participants state that since the language in the present interconnection agreement is similar to the language in dispute in the tariff filed in case No. TT-97-524 (which has been suspended), they have concerns regarding the approval of the interconnection agreement before the resolution of that case. They also contend that the portion of the Agreement regarding compensation of third-party providers is not consistent with the public interest, convenience and necessity and may discriminate against companies that are not a party to the Agreement by affecting the companies=ability to terminate calls originating from wireless providers, thus interrupting service to their customers. For a more complete explanation of the concerns raised, the Participants refer the Commission to the rebuttal testimony of Mr. Robert Schoonmaker filed in Case No. TT-97-524. In conclusion, the Participants ask that the Commission carefully consider its approval of the present interconnection agreement.

On November 14, SWBT filed a reply to the comments submitted by STCG, Fidelity and Bourbeuse. SWBT claims the Agreement makes clear that SWBT is only providing a transiting function with respect to calls destined for a third party provider=s network, and also makes clear Ain the strongest possible terms@ that CMT is responsible for making arrangements directly with third-party carriers that will be terminating its calls. SWBT also contends that the Participants have not stated how the Agreement is discriminatory or contrary to the public interest. Finally, SWBT notes that in the event that CMT does not have an agreement with a particular third-party carrier, SWBT would continue to pass this traffic under the indemnification arrangement contained in the Agreement. SWBT asks that the Commission approve the Agreement in its entirety.

Staff filed its recommendation on November 10. With respect to the issues raised by the Participants, Staff makes reference to Case No. TT-97-524 and states that Staff=s position is contained in the testimony filed in that case, as well as in several previous Staff recommendations. Staff states that it has reviewed the proposed interconnection agreement and believes that the Agreement between

SWBT and CMT meets the limited requirements of the Telecommunications Act of 1996. Specifically, Staff states that the Agreement does not appear to discriminate against telecommunications carriers not a party to the interconnection agreement and does not appear to be against the public interest. Staff recommends that the Commission approve the interconnection agreement and direct SWBT and CMT to submit any modifications or amendments to the Commission for approval.

The Commission has considered the concerns raised by the STCG, Fidelity and Bourbeuse, but finds that those concerns can be better addressed in Case No. TT-97-524. A resolution in that docket may provide guidance for dealing with the issue on a statewide basis.

Under the provisions of Section 252 (e) (1) of the federal Telecommunications Act of 1996, 47 U.S.C. ' 252 (e) (1), the Commission is required to review negotiated interconnection 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 interconnection agreement between SWBT and CMT, the comments filed by STCG, Fidelity, Bourbeuse, SWBT=s reply comments, and the Staff=s recommendation, the Commission concludes that the interconnection agreement filed on September 2 is neither discriminatory to nonparties nor inconsistent with the public interest and should be approved.

Modification Procedure

This Commission=s first duty is 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 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, whether the modification arises through negotiation, arbitration, or by means of alternative dispute resolution procedures.

The parties shall provide the Telecommunications Staff with a copy of the resale or interconnection agreement with the pages numbered consecutively in the lower right-hand corner. Modifications to an agreement must be submitted to the Staff for review. When approved 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 modification will be approved once Staff has verified that the provision is an approved provision, and prepared a recommendation advising approval. 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.

THEREFORE, IT IS ORDERED:

1. That the interconnection agreement filed on September 2, 1997, between Southwestern Bell Telephone Company and CMT Partners is approved.
2. That Southwestern Bell Telephone Company and CMT Partners shall file a copy of the interconnection agreement with the Staff of the Missouri Public Service Commission with the pages numbered serially in the lower right-hand corner.
3. That any further changes or modifications to this agreement shall be filed with the Commission for approval pursuant to the procedure outlined in this order.
4. That this order shall become effective on December 1, 1997.
5. That this case shall be closed on December 5, 1997.

BY THE COMMISSION

Dale Hardy Roberts

Secretary/Chief Regulatory Law Judge

(S E A L)

Lumpe, Ch., Crumpton, Drainer
and Murray, CC., concur.

Hennessey, Regulatory Law Judge