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July 17, 2002

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

**FILED**

JUL 17 2002

Re: Consolidated Case No. TC-2002-57

Missouri Public  
Service Commission

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  
PSC General Counsel  
Office of Public Counsel  
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**FILED<sup>2</sup>**

JUL 17 2002

Missouri Public  
Service Commission

Petitioners,

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

### Respondents.

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 Aerial Communications, Inc., which was submitted for approval pursuant to § 252(e)(1) of the

Telecommunications Act of 1996, 47 U.S.C. § 252(e)(1), and was approved by the Commission pursuant to § 252(e)(1) of the Act in case TO-99-214 on January 14, 1999.

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

WHEREFORE Petitioners request that the Commission take official notice, for purposes of this proceeding, of the complete interconnection agreement cited above, and more specifically the attached Commission order in Case No. TO-99-214, which approved the interconnection agreement, and the following portions of said interconnection agreement: the cover page and pages 2, 23, and 29-38.

Respectfully Submitted,

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

By 

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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 17<sup>th</sup> day of July, 2002, to all attorneys of record in this proceeding.

  
Lisa Cole Chase Mo Bar No. 51502

TO-99-214



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

**Effective: August 15, 1998  
End Date: August 14, 1999**

**Aerial Communications, Inc.**

**and**

**Sprint Missouri, Inc.**

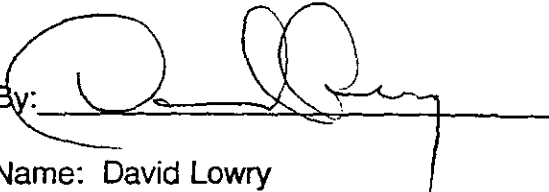
This Agreement represents the positions of the Sprint operating telephone companies with respect to interconnection. Sprint reserves the right to modify these positions based upon further review of existing orders from or the issuance of additional orders by the Federal Communications Commission, the appropriate state public service or public utilities commission or a court of competent jurisdiction.

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

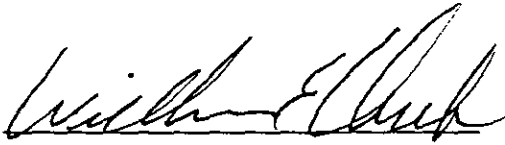
**Aerial Communications, Inc.**

By:   
Name: David Lowry

Title: Chief Technical Officer

Date: 8/11/98

**Sprint Missouri, Inc.**

By:   
Name: William E. Cheek

Title: Vice President  
Sales and Account Management

Date: 8/31/98

## **PART C ATTACHMENT I – PRICE SCHEDULE**

### **1. General Principles**

- 1.1. Subject to the provisions of Section 2 of Part A of this Agreement, all rates provided under this Agreement shall remain in effect for the term of this Agreement.

### **2. Interconnection and Reciprocal Compensation**

- 2.1. The rates to be charged for the exchange of Local Traffic are set forth in Table 1 of this Attachment and shall be applied consistent with the provisions of Attachment II of this Agreement.
- 2.2. Compensation for the termination of toll 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 and consistent with the provisions of Attachment II of this Agreement. Notwithstanding the above, Sprint will block non-local traffic per Aerial's request.
- 2.3. Aerial shall pay a transit rate, comprised of the Common Transport and Tandem Switching rate elements, as set forth in Table 1 of this Attachment when Aerial uses a Sprint access tandem to terminate a local call to a third party LEC or another carrier. Sprint shall pay Aerial a transit rate equal to the Sprint rate referenced above when Sprint uses an Aerial switch to terminate a local call to a third party LEC or another carrier.
- 2.4. 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 state Commissions. This does not apply to short message service or paging required for mobile call set up.
- 2.5. Composite Rate.
  - 2.5.1. Until such time as Sprint has either measurement capabilities or completed traffic studies which reflect actual usage from Aerial to Sprint, Sprint will bill Aerial a state specific composite rate for all



usage. This composite rate will be developed using the individual rate elements set forth in Table 1 of this Agreement.

- 2.5.2. An inventory of Aerial's trunks by type of interconnection is obtained. Based on the inventory, a percentage of each interconnection type is calculated. In the case of Type 2A connections to 4/5 class switches (those switches that perform both tandem switching and end office switching functions), the Parties acknowledge that a percentage of traffic delivered via Type 2A interconnection trunks may be terminated to the end office "side" of the switch. A factor will be developed to reflect this percentage of end office terminations to total traffic passed via these trunks, and the tandem switching rate element will not be applied to that percentage of traffic.
- 2.5.3. 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.
- 2.5.4. Either Party may initiate a review of the traffic weightings used in calculating the composite rate. Such review may take place on a quarterly basis upon the reasonable request of either Party.
- 2.6. For CMRS interconnection only, once Aerial has measurement capabilities, Aerial will bill Sprint the following composite rates:
  - 2.6.1 Tandem Interconnection Charge. Aerial will bill Sprint one rate consisting of the Tandem Switching, End Office Switching, and Common Transport rate elements as reflected in Attachment I, Table 1 for all traffic terminating to Aerial via a tandem interconnection with Sprint. In the case of Type 2A connections to 4/5 class switches (those switches that perform both tandem switching and end office switching functions), the Parties acknowledge that a percentage of traffic delivered via Type 2A interconnection trunks may be terminated to the end office "side" of the switch. A factor will be developed to reflect this percentage of end office terminations to total traffic passed via these trunks, and the tandem switching rate element will not be applied to that percentage of traffic.
  - 2.6.2 End Office Interconnection Charge. Aerial will bill Sprint one rate consisting of the End Office Switching and Common Transport to

Remotes rate elements as reflected in Attachment I, Table 1 for all traffic terminating to Aerial via an end office interconnection with Sprint.

**Part C**  
**Attachment I**

**Table 1 - Network Elements Pricing**

Description	Missouri
<b>RECIPROCAL COMPENSATION</b>	
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
<b>TRANSPORT</b>	
Inter / Intra Exchange DS1 Direct Transport	Rate Varies
Inter / Intra Exchange DS3 Direct Transport	Rate Varies
Common per Minute of Use	\$0.002446
Common Transport Remote Factor	0.352064
Common Transport to Remotes per Minute of Use	\$0.001861
NRC DS1	\$192.83
NRC DS3	\$219.48

## PART C

### ATTACHMENT II - INTERCONNECTION

- A. Scope** - Aerial shall interconnect with Sprint's facilities as follows at Parity for the purpose of routing or terminating traffic:
1. Aerial may interconnect its network facilities at any one or more technically feasible Points of Interconnection (collectively referred to as "POI") within Sprint's network. For each LATA in which Aerial wants to establish Interconnection with Sprint, Aerial must establish at least one physical POI per LATA containing a Sprint wire center in which Sprint and Aerial exchange Local Traffic, as long as LATAs are required by state or federal regulation and/or until such time as Sprint becomes an authorized interLATA carrier.
  2. Types of Interconnection:
    - a. Type 1 Interconnection. Type 1 interconnection is a trunk-side connection to an 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 Aerial access only to the NXX codes served by that individual End Office(s) to which Aerial interconnects.
    - b. Type 2A Interconnection. A Type 2A Interconnection is a trunk-side connection to a Sprint Tandem Switch that uses 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, 911/E911, or to carry 800 or 900 traffic.
    - c. Type 2B Interconnection. A Type 2B Interconnection is a trunk-side connection to a Sprint End Office that uses SS7 signaling and supervision. A Type 2B Interconnection only provides access to the valid NXX codes served by that End Office and to remotes subtending that End Office and cannot be used to reach Operator Services, 911/E911, or to carry 800 or 900 traffic.
    - d. Type 2C Interconnection. A Type 2C Interconnection is a trunk-side connection to a Sprint 911/E911 tandem office that provides access to the Public Safety Answering Point (PSAP).

- e. **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.
  - 3. Interconnection to an Aerial location within an MTA will provide Sprint local interconnection for local and toll access service purposes to Aerial's facilities within that MTA and to other companies which are likewise connected within that MTA.
  - 4. Where Aerial requires ancillary services (e.g., Directory Assistance, Operator Assistance, 911), additional or special trunking will be provided at Aerial's expense as required for interconnection and routing to such ancillary services.
  - 5. Sprint agrees to provide floor space and such other space in its facilities reasonably necessary to accommodate Aerial'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 Aerial's written request.
  - 6. The provisions of this Section shall apply to Sprint's interconnection to Aerial's network for the purpose of routing all the types of traffic.
- B. ***Exchange of Traffic*** - Where the Parties interconnect for the purpose of exchanging traffic between networks, the following will apply:
- 1. The Parties will mutually agree to establish trunk groups from the interconnecting facilities such that trunking is available to any switching center designated by either Party, including, but not limited to, end offices, host/remotes, tandems, 911 routing switches, and directory assistance/operator service switches where technically feasible.
  - 2. When traffic is not segregated according to traffic types, the Parties will use a 2 percent jurisdictional use factor (e.g., intra\interMTA traffic, intra\interstate), either from the originating end, terminating end or both, or actual measurement of jurisdictional traffic, as may be required to properly bill traffic.
  - 3. 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.
  - 4. 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 Aerial.

5. In the event SS7 facilities are not available from Sprint, Aerial may, at its option, obtain multi-frequency signaling.
6. Where available, Sprint agrees to provide CIP (carrier identification parameter) within Aerial's SS7 call set-up signaling protocol at no charge.
7. Sprint shall support intercompany 64 KBPS clear channel where it provides such capability to its end-users.
8. The Parties will cooperate in the exchange of TCAP messages to facilitate full inter-operability 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.
9. Each Party is responsible for the transport of an originating call from its network to the relevant, mutually agreed upon point of interconnection, and each Party will ensure that its facilities are compatible with the mutually agreed upon transmission and facility specifications.

C. ***Types of Traffic and Services*** - The types of traffic to be exchanged under this Agreement include:

1. Local Traffic. For the purposes of compensation between Aerial and Sprint under this Agreement for Interconnection, traffic to or from a CMRS network that originates and terminates within the same MTA (defined based on the parties' locations at the beginning of the call) is subject to transport and termination rates under section 251(b)(5) of the Act. This shall not affect the classification of any such traffic which originates from or terminates to Aerial for other purposes. The classification of said traffic for any such other purpose shall be determined in accordance with Commission-approved local calling areas.
2. Traffic that originates and terminates within the same MTA, whether originating with Sprint or Aerial, shall be Local Traffic subject to reciprocal compensation and shall not be classified as switched access traffic. Switched access traffic as specifically defined in Sprint's state and interstate switched access tariffs, and, except for Local Traffic, generally identified as that traffic that originates at one of the Party's end-users and is delivered to an IXC point of presence, or comes from an IXC point of presence and terminates at one of the Party's end-users, when the traffic transits the

other Party's network. To the extent switched access traffic cannot be measured, percent usage factors will be developed by the Parties to determine interMTA traffic and intra/interstate traffic.

3. Transit traffic.

- a. This is any traffic which originates from one provider's network, "transits" another provider's network substantially unchanged, and terminates to yet another provider's network.
- b. 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.
- c. 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.

4. IntraLATA toll traffic. This traffic is defined in accordance with Sprint's then-current intraLATA toll serving areas to the extent that said traffic does not originate and terminate within the same MTA. For purposes of reciprocal compensation, traffic that originates and terminates within the same MTA is Local Traffic. For traffic originating from a Sprint end user customer, intraLATA toll traffic is defined as prescribed by the Commission.

5. Ancillary traffic. This includes all traffic destined for ancillary services, or that traffic which may have special billing requirements, including, but not limited to the following:

- 1) Directory Assistance;
- 2) 911/E911;
- 3) Operator call termination (busy line interrupt and verify);
- 4) LIDB; and
- 5) Information services requiring special billing. (e.g., 900 and 950)

6. To the extent network and contractual arrangements exist throughout the term of this Agreement, Sprint will provide transit tandem switching and transport services for Aerial's connection of its end-user to a local end-user of: (a) CLECs; (b) another incumbent local exchange telecommunications carrier other than Sprint; (c) IXCs, and (d) other CMRS carriers.

7. Sprint shall not impose restrictions on traffic types delivered to/from the Point of Interconnection ("POIs") 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 Aerial's actual usage reporting. Sprint and Aerial reserve the right to measure and audit all traffic to ensure that proper rates are being applied in a mutually agreed upon manner. The Parties agree to provide the necessary traffic data or work with each other to obtain the necessary traffic data.

#### **D. Compensation**

1. Local Traffic Terminating to Sprint. Each rate element utilized in completing a call shall be charged for completion of that call. For example a call terminating from Aerial over Sprint facilities to a Sprint end office through a Sprint tandem would include charges from Sprint to Aerial for Direct Transport to the tandem, Tandem Switching, Common Transport to the end office, and End Office Switching.
  - a. Termination (End Office Switching). The rates set forth on Exhibit 1 shall be used. However, in the event, the Commission does 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 Parties agree to amend the Agreement to include the rates, terms and conditions established by the Commission.
  - b. Transport. Transport shall be a separately chargeable element. As noted in Paragraph 1(a) above, in the event the Commission should establish rates, terms and conditions which differ from those contained in this Agreement, the Parties agree to amend the Agreement to include the rate, terms and conditions adopted by the Commission.
    - 1) Direct Transport rates apply to dedicated transport facilities that Aerial leases from Sprint.
    - 2) Common Transport rates apply to Aerial traffic transported between Sprint's End Offices and Sprint's Tandem Switches and between Sprint's End Offices and Remotes subtending those End Offices.
  - c. Tandem Charge. Tandem switching shall be a separately chargeable element. As noted in Paragraph 1(a) above, in the event the Commission should establish rates, terms and conditions which differ from those contained in this Agreement, the Parties agree to amend



the Agreement to include the rate, terms and conditions adopted by the Commission.

- d. Additions to an existing and/or new line-side connection between Aerial's central office and Sprint's central office, or a trunk-side connection, will be subject to a non-recurring charge using the rates set forth in Table 1 of Attachment I.
2. Local Traffic Terminating to Aerial. For purposes of Sprint-CMRS interconnection only, it is agreed that, for local traffic terminating to Aerial, Sprint shall be charged the same rates charged to Aerial by Sprint for local traffic terminating to Sprint, applied as described paragraphs 2.6 and 2.7 in Attachment I.
3. Indirect Traffic terminating to Sprint. Rate elements that may be charged to Aerial are (1) End Office Switching as set forth in Attachment 1, and (2) any applicable Common Transport charges set forth in Attachment 1 when the point of interconnection with the transiting LEC is not at a Sprint End Office.
4. Indirect Traffic terminating to Aerial. Rate elements that may be charged to Sprint are (1) End Office Switching as set forth in Attachment 1, and (2) any applicable Common Transport charge as set forth in Attachment 1 when the point of interconnection with the transiting LEC is not at Aerial's MSC.
5. Interconnection Facilities. Sprint and Aerial will allocate the cost of Interconnection facilities based upon an 80 percent mobile-to-land traffic volume and a 20 percent land-to-mobile traffic volume until such time as an actual, state-specific traffic study, using a minimum of 30 days of traffic information, can be conducted to determine the actual traffic volumes between the Parties (i.e., Aerial will bill Sprint an amount equal to 20 percent of Sprint's total interconnection facilities billing to Aerial.). Upon mutual agreement of the Parties regarding the integrity of the study, the allocation factor discussed herein shall be amended on a going-forward basis. This traffic volume allocation may be reviewed once during a three month period by either Party.
6. InterMTA toll traffic, switched access, and special access traffic, if separately chargeable, shall be charged the appropriate rate out of the terminating Party's tariff or via other appropriate meet point access arrangements. Where exact transport mileage is not available, an average, arrived at by mutual agreement of the parties, will be used.
7. Unless otherwise stated in this Agreement, ancillary service traffic will be exchanged and billed in accordance with Attachment I, Table 1 or applicable tariffs.

**STATE OF MISSOURI****PUBLIC SERVICE COMMISSION**

At a Session of the Public Service

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In re: the Commercial Mobile Radio )  
Services (CMRS) Interconnection )  
Agreement of Sprint Missouri, Inc. ) Case No. TO-99-214  
d/b/a ) Sprint and Aerial )  
Communications, Inc. )

**ORDER APPROVING INTERCONNECTION AGREEMENT**

Sprint Missouri, Inc. (Sprint) and Aerial Communications, Inc. (Aerial) filed a joint Application with the Commission on November 12, 1998 for approval of an interconnection agreement under the provisions of Telecommunications Act of 1996 (the Act). The Commission issued an Order and Notice on November 19, directing any party wishing to request a hearing or participate without intervention to do so no later than December 9. No applications to participate or requests for hearing were filed. The requirement for a hearing is met when the opportunity for hearing has been provided and no proper party has requested the opportunity to present evidence. State ex rel. Rex Deffenderfer Enterprises, Inc. v. Public Service Commission, 776 S.W.2d 494, 496 (Mo. App. 1989). Since no one has asked permission to participate or requested a hearing in this case, the Commission may grant the relief requested based on the verified application.

### 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 (LEC) and a new provider of basic local exchange service. The Commission may reject an interconnection agreement only if the agreement is discriminatory or is inconsistent with the public interest, convenience and necessity.

On January 6, 1999, the Staff of the Public Service Commission (Staff) filed a Memorandum that recommends that the Commission approve the submitted interconnection agreement. Staff stated in its recommendation 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 recommended approval of the Agreement provided that all modifications to the Agreement are submitted to the Commission for approval. This condition has been applied in prior cases where the Commission has approved similar agreements.

### 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 and the supporting documentation, including Staff's recommendation. Based upon that review, the Commission has reached the conclusion that the interconnection 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 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.

### **Conclusions of Law**

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

The Commission, under the provisions of Section 252 (e) (1) of the federal Telecommunications Act of 1996, (47 U.S.C. 252 (e) (1)) is required to review negotiated resale agreements. It may only reject a negotiated agreement upon a finding that its implementation would be discriminatory to a nonparty or inconsistent with the public interest, convenience and necessity under Section 252 (e) (2) (A). Based upon its review of the interconnection agreement between Sprint and Aerial 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. and Aerial Communications, Inc. filed on November 12, 1998, is approved.

2. That Sprint Missouri, Inc. and Aerial Communications, Inc. shall file a copy of the agreement with the Staff of the Missouri Public Service Commission, with the pages numbered seriatim in the lower right-hand corner no later than February 3, 1999. The parties shall file on the same date a notice in the official case file advising the Commission that the agreement has been submitted to Staff as required.

3. That any 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 January 26, 1999.

**BY THE COMMISSION**

**Dale Hardy Roberts**

**Secretary/Chief Regulatory Law Judge**

( S E A L )

Lumpe, Ch., Crumpton, Murray,

Schemenauer, and Drainer, CC., concur

Woodruff, Regulatory Law Judge