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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

LCC:sw

Enc.

cc: MITG Managers
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Office of Public Counsel
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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 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 TO-99-198 on December 1, 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 35 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-99-198, which approved the interconnection agreement, and the following portions of said interconnection agreement: the cover page, table of contents pages, and pages 19, and 25-33.

Respectfully Submitted,

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

By 

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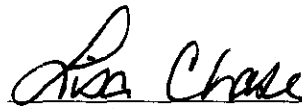
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ATTORNEYS FOR PETITIONERS

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

**COMMERCIAL MOBILE RADIO SERVICES (CMRS)
INTERCONNECTION
AGREEMENT**

between

Sprint Spectrum L.P., d/b/a Sprint PCS
and
Sprint Missouri, Inc.

Effective Date: September 15, 1998
End Date: September 14, 1999

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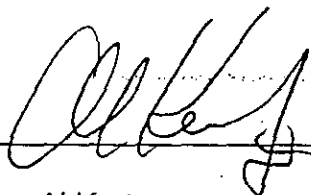
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IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representatives.

Sprint Spectrum L.P., d/b/a Sprint PCS

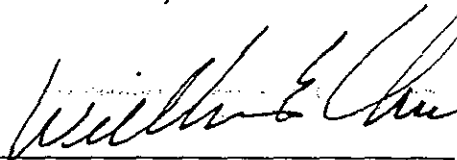
By: 

Name: Al Kurtze

Title: Chief Operating Officer

Date: 9/11/98

Sprint Missouri, Inc.

By: 

Name: William E. Cheek

Title: Vice President
Sales & Account Management

Date: 9/25/1998

ATTACHMENT I

PRICE SCHEDULE

Table 1 of this Attachment I identifies the state specific rates as defined in Attachment II and are subject to change as may be ordered or directed by the Commission to the extent it acts within its jurisdictional authority, the FCC, or as may be required to implement the result of an order or direction of a court of competent jurisdiction with respect to its review of any appeal of the decision of the Commission or the FCC.

1. Local Traffic: The rates identified in Table 1 shall be applied consistent with the provisions of Attachment II of this Agreement for the exchange of Local Traffic.
2. Transit Service: A transit rate, comprised of the Common Transport and Tandem Switching rate elements, as set forth in Table 1 shall be applied for transit traffic.
3. Paging Services: 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.

PART C
ATTACHMENT I - TABLE 1

Network Elements Price List

Description	Missouri
FEATURES	
Multi-Hunt Service per line per month	\$0.07
NRC for Multi Hunt per trunk	\$21.63
TRANSPORT	
DS1	Rate Varies
DS3	Rate Varies
Common Per Minute of Use	\$0.005285
Common Transport Remote Factor	0.352064
Common Transport to Remotes per Minute of Use	\$0.001860
NRC DS1	\$192.83
NRC DS3	\$219.48
RECIPROCAL 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
Common Transport Remote Factor	0.352064
Common Transport to Remotes per Minute of Use	\$0.001860
COMMON CHANNEL SIGNALING	
INTERCONNECTION SERVICE	
STP Port	Tariff Rates
NRC for STP Port	Tariff Rates
STP Switching	Tariff Rates
Multiplexing DS1 to DS0	Tariff Rates
NRC DS1 Mux	Tariff Rates
911 TANDEM PORT	
Per DSO Equivalent Port	\$19.59
NRC 911 Port	\$131.49

ATTACHMENT II

INTERCONNECTION

A. Scope - Carrier shall interconnect with Sprint's facilities as follows at Parity for the purpose of routing or terminating traffic:

1. Carrier may interconnect its network facilities at any one or more technically feasible Points of Interconnection (collectively referred to as "POI"). Carrier must establish at least one physical POI per LATA in which it desires to exchange traffic as long as LATAs are required by state or federal regulation.
2. Interconnection to a Sprint End Office(s) with Type 2B trunks, will provide Carrier access only to the NXX codes served by that individual End Office(s), and all Remotes subtending that End Office, to which Carrier interconnects.
3. Interconnection to a Sprint tandem will provide Carrier access to the Sprint end offices and NXX codes which interconnect with that Tandem either directly or through other Sprint facilities, to other companies which are likewise connected to that Tandem, and to Interexchange Carriers (IXCs) which are connected to that Tandem.

Where a Tandem Switch also provides End-Office Switch functions, interconnection to a Sprint Tandem serving that exchange will also provide Carrier access to Sprint's End Offices with the same functionality described in (2) above.

4. Interconnection to a Carrier location within an MTA will provide Sprint access to the Carrier's NXX codes which interconnect with that MSC within that MTA and to other companies which are likewise connected to that MSC.
5. Where Carrier requires ancillary services (e.g., Directory Assistance, Operator Assistance, 911/E911), additional or special trunking will be provided at Carrier's expense as required for interconnection and routing to such ancillary services.
6. Sprint agrees to provide floor space and such other space in its facilities reasonably necessary to accommodate Carrier'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 Carrier's written request.

7. Point of Interconnection arrangements will be made available to Carrier. For construction of new mid span meet facilities, Sprint shall be responsible for provisioning 50 percent of the interconnection facilities or to the Sprint exchange boundary, whichever is less. Carrier shall be responsible for provisioning 50 percent of the interconnection facilities or to the Sprint exchange boundary, whichever is greater. Or, should Carrier prefer, new interconnection facilities may be provisioned via Carrier lease of tariffed services from Sprint or a third party carrier. Special construction charges, if applicable, will be charged in accordance with Sprint's access service tariff.
8. The provisions of this Section shall apply to Sprint's interconnection to Carrier'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 agree to establish trunk groups from the POIs such that trunking is available to any switching center designated by either Party, including end offices, tandems, 911 routing switches, and directory assistance/operator service switches.
2. When traffic is not segregated according to traffic types, the Parties will provide percentage of jurisdictional use factors (e.g., intra\interMTA), 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 Carrier.

5. In the event SS7 facilities are not available from Sprint, Carrier may, at its option, obtain multi-frequency signaling.
6. Where technically available, Sprint and Carrier agrees to provide CIP (Carrier Identification Parameter). CPN (Calling Party Number), at a minimum, will be provided within Carrier'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.

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

1. Local Traffic
2. InterMTA Traffic
3. Indirect Traffic
4. Transit Service
 - a. Each Party acknowledges that it is the originating Party's responsibility to enter into arrangements with each third party LEC, ILEC, or CMRS provider for the exchange of transit traffic with that third party.
 - b. Each Party acknowledges that the transiting Party does not have any responsibility to pay any third party LEC, ILEC, or CMRS provider 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.
 - c. In addition to the payment terms and conditions contained in other sections of this Agreement, the Parties shall compensate each other for transit service as follows:

- 1) The originating Party shall pay to the transiting Party a transit service charge as set forth in Attachment I (Price Schedule); and
 - 2) If the terminating company requests, and the transiting company does not provide the terminating company with the originating record in order for the terminating company to bill the originating company, the terminating Party shall default bill the transiting Party for transited traffic which does not identify the originating company.
- d. The Parties will use their best efforts to configure their networks that transport transit traffic with SS7 Common Channel Interoffice Signaling (CCIS) and other appropriate Transactional Capability Application Party (TCAP) messages to capture billing records and exchange data to facilitate full interoperability and billing functions.
 - e. The transiting Party, if requested by the terminating Party, agrees to provide the terminating Party information on traffic originated by a third party LEC, ILEC, or CMRS provider. To the extent the transiting Party incurs additional cost in providing this billing information, the terminating Party agrees to reimburse the transiting Party for its direct costs of providing this information.
 - f. To the extent that the industry adopts a standard record format for recording originating and/or terminating transit calls, both Parties agree to work toward implementation of the industry-adopted format to exchange records.
5. 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.
 6. Ancillary traffic. This includes all traffic destined for ancillary services, or that may have special billing requirements, including, but not limited to the following:
 - a. Directory Assistance;
 - b. 911/E911;
 - c. Operator call termination (busy line interrupt and verify);
 - d. Information services requiring special billing. (e.g., 900 and 957)

7. The Parties agree not to impose restrictions on traffic types delivered to/from the Point of Interconnection ("POIs") but reserve the right to require development and reporting of a jurisdictional usage factor indicating interstate and interMTA traffic. Sprint and Carrier reserve the right to measure and audit all traffic to ensure that proper rates are being applied. The Parties agree to provide the necessary traffic data or permit the other Party's recording equipment to be installed for sampling purposes in conjunction with such audit.

D. Compensation

1. Local Traffic Terminating to Sprint. Each element utilized in completing a call shall be charged for completion of that call. For example a call terminating from Carrier over Sprint facilities to a Sprint end office through a Sprint tandem would include charges from Sprint to Carrier for transport to the tandem, tandem switching, transport to the end office and end office switching.
 - a. Termination (End Office Switching). The rates set forth in Attachment 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 rates, terms and conditions established by the Commission shall be implemented in this Agreement.
 - b. Transport. Transport shall be a separately chargeable element. The rates set forth in Attachment I shall be used. However, 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 rate, terms and conditions adopted by the Commission shall be implemented herein.
 - c. Tandem Charge. Tandem switching shall be a separately chargeable element. The rates set forth in Attachment I shall be used. 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 rate, terms and conditions adopted by the Commission shall be implemented herein.

d. Composite Rate.

- 1) Until such time as Sprint has either measurement capabilities or completed traffic studies which reflect actual usage from Carrier to Sprint, Sprint will bill Carrier a state specific composite rate for all usage. This composite rate will be developed using the individual rate elements set forth in Attachment I of this Agreement.
- 2) An inventory of the Carrier's trunks by type of interconnection is obtained. Based on the inventory, a percentage of each interconnection type is calculated. 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.
- 3) Either Party may initiate a review of the Carrier network and traffic weightings used in calculating the composite rate on a quarterly basis upon reasonable request.

e. Additions to an existing and/or new line-side connection between a CMRS provider's switch and Sprint's central office will be subject to a non-recurring charge using the rates set forth in Table 1 of Attachment I.

2. Local Traffic Terminating to Carrier. For purposes of Sprint-CMRS interconnection only, until such time as Carrier has completed costs studies which reflect actual costs from Sprint to Carrier, Carrier will bill Sprint the same rates as Sprint charges Carrier for Local Traffic terminating on its network. Carrier will not bill Sprint based upon the results of cost studies until such time as Carrier has filed with and received approval of relevant cost studies from the appropriate regulatory body.

- a. Tandem Interconnection Charge. Carrier 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 Carrier via a tandem interconnection with Sprint.
- b. End Office Interconnection Charge. Carrier 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 Carrier via an end office interconnection with Sprint.

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 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. Toll or Special Access code (e.g. 950, 10XXX) traffic originating from line side connections between Sprint and Carrier will be routed to the assigned PIC for the line connection, or to the appropriate interexchange carrier. For traffic to Information Service Providers (e.g. 900, 957), Carrier is liable to the Information Service provider for any charges occurring from such traffic. IntraLATA toll traffic carried by Sprint, to the extent that said traffic does not originate and terminate within the same MTA, will be charged at the appropriate rate out of Sprint's tariff, and Carrier shall be entitled to the appropriate access charge compensation.
4. Transit traffic shall be compensated based on charges associated with the functionality provided, (e.g., tandem switching and transport).
5. Unless otherwise stated in this Agreement, ancillary service traffic will be exchanged and billed in accordance with whether the traffic is Local/EAS, intraLATA toll, Switched Access, or CMRS.
6. Interconnection Facilities. For the first six months this Agreement is in effect Sprint and Carrier will allocate the cost of two-way interconnection facilities based upon an 80 percent mobile-to-land traffic volume and a 20 percent land-to-mobile traffic volume (i.e., Carrier will bill Sprint an amount equal to 20 percent of Sprint's total two-way interconnection facilities billing to Carrier.) These factors are subject to change based upon mutually acceptable traffic data on no less than a semi annual basis. If factors are not updated semi annually, the Parties shall use the last previously established factors.
7. Unless otherwise agreed, Sprint will provide or bear the cost of all one-way trunk groups for the delivery of traffic from Sprint to Carrier's MSCs within Sprint's service territory, and Carrier will provide or bear the cost of all one-way trunk groups for the delivery of traffic from Carrier to each Sprint access tandem and end office at which the parties interconnect.

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

In the Matter of the Commercial Mobile Radio)
Services (CMRS) Interconnection Agreement of) Case No. TO-99-198
Sprint Missouri, Inc. d/b/a Sprint and Sprint)
Spectrum L.P., d/b/a Sprint PCS.)

ORDER APPROVING INTERCONNECTION AGREEMENT

On November 3, 1998, Sprint Missouri, Inc. d/b/a Sprint (Sprint) and Sprint Spectrum L.P., d/b/a Sprint PCS (Sprint PCS) (together referred to as Joint Applicants) filed a Joint Application for Approval of Commercial Mobile Radio Services (CMRS) with the Commission for approval of an interconnection agreement (Agreement) under the provisions of the federal Telecommunications Act of 1996 (the Act). See 47 U.S.C. § 251, et seq.

The Commission issued an Order and Notice on December 1 setting deadlines for parties wishing to participate without intervention to file applications to do so, or to file comments. No applications to participate or comments were filed.

The Staff of the Commission (Staff) filed a Memorandum on January 11, 1999, recommending that the Agreement be approved. 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, 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 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.

The parties executed the negotiated Agreement on September 15, 1998. The parties agreed to provide service to each other on the terms defined in the Agreement for a period ending September 14, 1999 (End Date), and thereafter the Agreement shall continue in force and effect unless and until terminated as provided in the Agreement. Either party may terminate the Agreement at the end of the term by providing written notice of termination to the other party, either prior or subsequent to the End Date, and such written notice must be provided at least 90 days in advance of the date of termination.

The Staff Memorandum recommends that the Agreement be approved. Staff indicates that the Agreement meets the limited requirements of the Act and that it does not appear to be discriminatory toward nonparties, and does not appear to be against the public interest. Staff recommended that the Commission direct the parties to submit a copy of the executed Agreement with the pages numbered seriatim, and to submit any further modifications or amendments to the Commission for approval.

The Staff Memorandum indicates that Attachment 1 of the Agreement contains a price schedule detailing state-specific rates for transport elements, multi-hunt service and 911 tandem port. Attachment 1 also contains rates for reciprocal compensation. The CMRS Agreement between Sprint and Sprint PCS contains no resale provisions. Attachment 2 of the Agreement details the technical manner in which the parties will use to interconnect. According to Attachment 2, the types of traffic to be interchanged under the Agreement include: local traffic, inter-MTA (Major Trading Area) traffic, indirect traffic and transit traffic. Attachment 2 also states that each party acknowledges that it is the originating party's responsibility to enter into arrangements with each third-party LEC or CMRS provider for the exchange of transit traffic with that third party. Attachment 2 of the Agreement also provides for interconnection for ancillary traffic types, including directory assistance traffic, 911/E911 traffic, operator call termination traffic, and information services requiring special billing. Attachment 3 of the Agreement contains provisions for network maintenance and management, including quality of service provisions. Attachment 4 of the Agreement contains provisions for access to telephone numbers.

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 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

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.

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 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 Joint Application for Approval of Commercial Mobile Radio Services (CMRS) filed on November 3, 1998, by Sprint Missouri, Inc. d/b/a Sprint and Sprint Spectrum L.P., d/b/a Sprint PCS, is approved.
2. That Sprint Missouri, Inc. d/b/a Sprint and Sprint Spectrum L.P., d/b/a Sprint PCS, shall file a complete copy of this 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 8, 1999.
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 February 1, 1999.

BY THE COMMISSION

Dale Hardy Roberts

Secretary/Chief Regulatory Law Judge

(S E A L)

Vicky Ruth, Regulatory Law Judge,
by delegation of authority pursuant
to 4 CSR 240-2.120(1) (November 30,
1995) and Section 386.240, RSMo 1994.

Dated at Jefferson City, Missouri,

On this 29th day of January, 1999.