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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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**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 Southwestern Bell Wireless, Inc. d/b/a Cingular, 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-98-232 on February 26, 1998.

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*”).

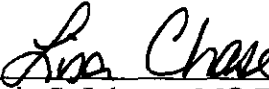
3. Pursuant to §536.070(6) RSMo, an agency “shall take official notice of all matters of which the courts take judicial notice.” As the interconnection agreement is recognized as part of the law of Missouri, the Commission may take official notice of the interconnection agreement. *Central Controls*,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

4. This interconnection agreement is 30 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-98-232, which approved the interconnection agreement, and the following portions of said interconnection agreement: the cover page and pages i-ii, 7-12, 23, 25-26, and 29.

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 17th day of July, 2002, to all attorneys of record in this proceeding.



Lisa Cole Chase Mo Bar No. 51502



FILED

MAR 10 1998

RECEIVED
PUBLIC UTILITY COMMISSION

**COMMERCIAL MOBILE RADIO SERVICES (CMRS)
MASTER NETWORK INTERCONNECTION AGREEMENT
WITH
SOUTHWESTERN BELL WIRELESS INC.**

JUNE 2, 1997

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.

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

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of termination of the then current Term. In the event of such termination for service arrangements made available under this Agreement and existing at the time of termination, those arrangements shall continue without interruption under the terms of this agreement until (a) a new agreement is executed by the Parties; or (b) standard interconnection terms and conditions contained in Company's Tariff or other substitute document that are approved and made generally effective by the Commission or the FCC; or (c) Company and Carrier initiate and conclude an arbitration proceeding under 251 and 252 of the Act.

2. In the event of default, either Party may terminate this Agreement in whole or in part provided that the non-defaulting Party so advises the defaulting Party in writing of the event of the alleged default and the defaulting Party does not remedy the alleged default within 60 days after written notice thereof. Default is defined to include:
 - a. Either Party's insolvency or initiation of bankruptcy or receivership proceedings by or against the Party; or
 - b. Either Party's material breach of any of the terms or conditions hereof, including the failure to make any undisputed payment when due.
3. Termination of this Agreement for any cause shall not release either Party from any liability which at the time of termination has already accrued to the other Party or which thereafter may accrue in respect to any act or omission prior to termination or from any obligation which is expressly stated herein to survive termination.

III. NETWORK INTERCONNECTION

- A. **Scope** - Carrier shall interconnect with Company'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") within Company's network including: (a) at the Company access tandems; (b) at the Company end office switches; or (c) at any other mutually agreed points. The POIs are the point(s) of physical interconnection as identified in Exhibit 2 attached hereto and incorporated herein by reference. As Carrier initiates CMRS operations in additional Company areas, additional POIs will be established by Carrier and Exhibit 2 will be amended and updated to reflect the additional POIs, as necessary. If requested by Carrier, Company will, subject to technical feasibility, establish additional POI arrangements. Carrier must establish at least one physical POI for each LATA it delivers traffic in as long as LATAs are required by state or federal regulation.
 2. Except for line side interconnection at an End Office, interconnection to a Company End Office(s) will provide Carrier access only to the NXX's served by that individual End Office(s) to which Carrier interconnects.

3. Interconnection to a Company Tandem(s) will provide Carrier local interconnection for local and toll access service purposes to the Company end offices and NXX's which interconnect with that Tandem(s) either directly or through other Company facilities for local and toll service purposes, and to other companies which are likewise connected to that Tandem(s). Interconnection to a Company Tandem for transit purposes will provide Carrier interexchange access to Company, Interexchange Carriers ("IXCs"), CLECs, ILECs, and CMRS providers which are connected to that tandem. Where a Tandem Switch also provides End-Office Switch functions, interconnection to a Company Tandem serving that exchange will also provide Carrier access to Company's end offices with the same functionality described in (2) above.
4. Interconnection to a Carrier location within an MTA will provide Company local interconnection for local and toll access service purposes to the Carrier's facilities within that MTA and to other companies which are likewise connected within that MTA.
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. Company 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. Company agrees to use its best efforts to provide new collocation arrangements no later than 90 days after Carrier's written request.
7. The provisions of this Section shall apply to Company'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 interconnecting facilities 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., inter/intra MTA), 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, Company 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 Company provides ANSI optional parameters for its own use, Company shall provide the same to Carrier.

5. In the event SS7 facilities are not available from Company, Carrier may, at its option, obtain multi-frequency signaling.
6. Where available, Company agrees to provide CIP (carrier identification code within Carrier's SS7 call set-up signaling protocol) at no charge.
7. Company 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 interoperability of SS7-based features between their networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its own end-users. Either Party is responsible for ordering facilities to terminate traffic to the other Party. When two-way trunking is employed, the Parties will select a mutually agreeable ordering process.

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 Carrier and Company 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 Carrier 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. IntraLATA toll traffic, as defined in accordance with Company's then current intraLATA toll serving areas to the extent that said traffic does not originate and terminate within the same MTA.
3. Switched access traffic as specifically defined in Company's state and interstate switched access tariffs to the extent that said traffic does not originate and terminate within the same MTA, and 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.

4. Transit traffic. This is any traffic (e.g., EAS/Local, intraLATA toll, switched access and CMRS) which originates from one provider's network, "transits" another provider's network substantially unchanged, and terminates to yet another provider's network.
5. 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. LIDB; and
 - e. 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, Company will provide intermediary tandem switching and transport services for Carrier's connection of its end-user to a local end-user of: (a) CLECs; (b) another incumbent local exchange telecommunications Carrier other than Company; (c) IXC's, and (d) other CMRS carriers.
7. Company agrees not to 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 Carrier's actual usage reporting. Company and Carrier reserve the right to measure and audit all traffic to ensure that proper rates are being applied. Carrier agrees to provide the necessary traffic data or permit Company recording equipment to be installed for sampling purposes in conjunction with such audit. Company may contract directly with CMRS carriers using Carrier's network for transit functions, and in such case, Company shall directly bill termination charges to the CMRS carrier.

D. Compensation

1. Local Traffic Terminating to Company. Each rate element utilized in completing a call shall be charged for completion of that call. For example, a call terminating from Carrier over Company facilities to a Company end office through a Company tandem would include charges from Company 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 on Exhibit 1 shall be used as initial rates. Company expressly reserves the right to seek approval of rates, terms and conditions for transport and termination of local telecommunications traffic to be established by the Commission, whether the result of an arbitration proceeding for Company, a generic proceeding or otherwise. Carrier likewise reserves the right to participate in, and take any position in, any such proceeding. 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 and adjustments to past compensation shall be made to allow each Party to receive the level of compensation it would have received had the rates, terms and conditions in this Agreement equaled the rates later established by the Commission ("True-up"). Notwithstanding the above, no True-up will be implemented if the past traffic was not recorded and records do not exist to establish a basis for the True-up due to the inability of the parties to measure service. Nor will True-up be applicable to services provided over three (3) months previous to the effective date of the Commission order implementing such changes.

- b. Transport. Transport shall be a separately chargeable element. Permanent charges for transport between Company tandems and/or end offices shall be based upon TELRIC plus a reasonable allocation of joint and common costs. Until such time as a permanent rate is developed and approved, the initial rate that reflects the Company's interstate dedicated or common transport prices as set forth on Exhibit 1 shall be used. The True-up provisions set forth in (a) above shall apply. Notwithstanding the above, no True-up will be implemented if the past traffic was not recorded and records do not exist to establish a basis for the True-up due to the inability of the Parties to measure service.
 - c. Tandem Charge. Tandem switching shall be a separately chargeable element based upon TELRIC plus a reasonable allocation of joint and common costs. Until such time as a permanent rate is developed and approved, Company shall charge the rates set forth in Exhibit 1 for Tandem Switching. The True-up provision set forth in a above shall apply.
 - e. Additions to existing and/or new Type 1 connections, a line-side connection between a CMRS provider's switch and ILEC central office, or Type 2, a trunk-side connection, will be subject to a non-recurring charge using the rates set forth in Exhibit 1.
2. Local Traffic Terminating to Carrier. Carrier shall charge Company for only those rate elements utilized in completing a call. Carrier shall charge a single end office switching charge for each call completion that requires use of one MSC. For each call completion requiring use of more than one MSC, all MSCs prior to the last will create a tandem switching charge and the final MSC will create an end office charge. Carrier may also charge for transport between the MSCs; however, such transport will not include facilities from Carrier's MSC to cell site or from the cell site to the end user. For example a call terminating from Company over Carrier facilities through two Carrier MSCs would include charges from Carrier to Company for transport from the Company tandem, tandem switching, transport to the final MSC, and end office switching.

- a. Termination (MSC Switching). The rates set forth in Exhibit 1 for Tandem Switching and End Office shall be used as initial rates in accordance with the terms as set forth in Section 2 above. The True-up provisions set forth in Section 1(a) above shall also be applicable.
- b. Transport. Transport shall be a separately chargeable element. Permanent charges for transport between Company tandems and/or end offices to Carrier's MSC over Carrier's facilities shall be based upon TELRIC plus a reasonable allocation of joint and common costs. Until such time as a permanent rate is developed and approved, the initial rate that reflects the Company's interstate dedicated transport price as set forth on Exhibit 1 shall be used. The True-up provisions set forth in Section 1(a) above shall be applicable.
3. The method to be used to establish reciprocal (mutual) compensation is set forth in Exhibit 3 attached hereto and incorporated herein by reference.
4. IntraLATA 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.
5. Transit traffic shall be compensated based on charges associated with the functionality provided, e.g., end office switching, tandem switching and transport.
6. 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, if applicable. All tandem traffic is subject to a separate charge for the tandem service.

E. Billing

1. The Company shall be responsible for provisioning 50% of the interconnection facilities or to the Company wire center boundary, whichever is less. Carrier shall be responsible for provisioning 50% of the interconnection facilities or to the Company wire center boundary whichever is greater. For existing facilities, Company and Carrier shall establish a mutually agreeable traffic exchange percentage to split the cost if the interconnection facilities. Initially this percentage will be the percentage shown on Exhibit 3 until such time as an actual traffic study can be conducted to determine the actual percentage. Each Party will compensate the other Party for the termination of traffic on its interconnection facilities as provided in D above.

EXHIBIT 1
SPRINT - MISSOURI
PRICING

RATE ELEMENT		RATE		NRC
Tandem Switching		Per Minute of Use		
Tandem Switching		\$.003009		n/a
Transport		Interstate Access Tariff		
Dedicated		Fixed	Per Mile	
DS1		\$ 125.00	\$ 20.50	\$ 192.83
DS3		\$ 1,055.00	\$ 285.00	\$ 219.48
Multiplexing (e.g., T3 to T1 or T1 to V.G.)		Appropriate rates from current Interstate Access Tariff		
Common		Termination Fixed	Facility Per Mile Per	
MOU		\$.000600	\$.000099	\$ 196.43
Reciprocal Compensation		Per Minute of Use		
End Office		\$.004891		\$96.37
Transit		Per Minute of Use		
Tandem Switching		\$.003009		n/a
Transport		Fixed	Per Mile	
Dedicated				
DS1		\$ 125.00	\$ 20.50	\$ 192.83
DS3		\$ 1,055.00	\$ 285.00	\$ 219.48
Multiplexing (e.g., T3 to T1 or T1 to V.G.)		Appropriate rates from current Interstate Access Tariff		
Common		Termination Fixed	Facility Per Mile Per	
MOU		\$.000600	\$.000099	\$ 196.43

EXHIBIT 2
POINTS OF INTERCONNECTION

Cell Site Locations

Exchange	Address	Site Number
Jefferson City	Christy Road, Jefferson City, MO	64
Jefferson City	4354 Rainbow Drive, Jefferson City, MO	111
Jefferson City	422 Monroe, Jefferson City, MO	154
Jefferson City	2604 Bess Hill, Jefferson City, MO	187
Rolla	Highway V, Rolla, MO	68
Rolla	13901 State Route CC, Rolla, MO	192
Rolla	2640 County road 7660, Duke, MO	193
Waynesville	Route H-C 6, Box 219, Waynesville, MO	108
Clinton	2356 NW Hwy 7, Clinton, MO	
Butler	2.8 Miles East from US 71, Butler, MO	
Buckner	216 Sibley Street, Buckner, MO	

Local Interconnection

SprintCLLI	Southwestern Bell Wireless CLLI	Type Interconnection
JFCYMOXADS0	STLSMOMV1MD	2
ROLLMOXADS0	STLSMOMV1MD	2
BTLRMOXARS0	KSCYMOGF1MD	1
CLTNMOXADS0	KSCYMOGF1MD	1

EXHIBIT 3
RECIPROCAL COMPENSATION METHOD

Reciprocal compensation will occur at rates and structures established in the contract effective between Company and Carrier.

The method of identifying the specific minutes of use applicable for terminating compensation shall be through the use of traffic studies completed by each party until such time when actual minutes of use can be captured, and exchanged if necessary, for billing purposes.

The traffic studies are to be completed within 90 days of the effective date of the contract to provide initial factors for terminating traffic. These traffic studies will be refreshed six months after the initial study to update the traffic factors. Subsequent traffic studies may be requested by either party to update the traffic factors, with a minimum interval of six months between each study.

Initially, the relationship of traffic (mobile to land vs. land to mobile) will be established as:

65% Mobile to land traffic

35% Land to mobile traffic

This factor will be utilized for a 90 day period until formal traffic studies can be completed.

With regard to transport and termination of traffic, Company and Carrier agree to ensure that both parties have all terminating minutes of use identified between each other. The parties agree to work cooperatively to identify such terminating minutes, including any minutes which transit through a third party's network before terminating to Company or Carrier.

AMENDMENT TO MASTER NETWORK INTERCONNECTION AGREEMENT

This Amendment, dated as of September __, 1997, by and between Southwestern Bell Wireless, Inc. and United Telephone Company of Missouri dba Sprint ("Sprint"), hereinafter collectively, "the Parties."

WHEREAS, Southwestern Bell Wireless and Sprint entered into an Interconnection Agreement dated June 23, 1997 (Original Agreement).

WHEREAS, the Parties wish to amend or modify the Original Agreement to revise terms and conditions of the Original Agreement.

THEREFORE, pursuant to Section XII.D. of the Original Agreement, the Parties hereby agree to modify the Original Agreement as follows:

Section 1 - Amendments

- 1.1 The original Agreement shall be amended by making the follow modifications, additions and deletions.

Original Agreement, Section I - Definitions

Delete Definition 18, Most Favored Nation, it its entirety.

Delete Definition 24, Total Element Long Run Incremental Cost, in its entirety.

Original Agreement, Section II - Scope, Term and Termination

Delete Paragraph A.2. in its entirety. Renumber A.3. to A.2.

Add New Paragraph C.4. as follows:

4. *Nothing contained herein shall be construed as limiting either party's rights or obligations under 47 U.S.C. 252(i).*

Original Agreement, Section III - Network Interconnection

Delete Paragraph D.1.a. in its entirety and replace as follows:

- 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 rates, terms and conditions established by the Commission shall be implemented in this Agreement.

Delete Paragraph D.1.b. in its entirety and replace as follows:

- 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 rates, terms and conditions adopted by the Commission shall be implemented herein.*

Delete Paragraph D.1.c. in its entirety and replace as follows:

- 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 rates, terms and conditions adopted by the Commission shall be implemented herein.*

Delete Paragraph D.2.a. in its entirety and replace as follows:

- a Termination (MSC Switching). The rates set forth in Exhibit 1 for Tandem Switching and End Office shall be used as rates in accordance with the terms as set forth in Section 2 above.*

Delete Paragraph D.2.b. in its entirety and replace as follows:

- b. Transport. Transport shall be a separately chargeable element.*

Section 2 - Miscellaneous

- 2.1 Except as amended hereby, all provisions of the Original Agreement remain in full force and effect.
- 2.2 Reference in the Agreement to "the Agreement" or "this Agreement" refer to the Original Agreement, as amended hereby.
- 2.3 Southwestern Bell Wireless and Sprint hereby authorize and execute this Amendment.

UNITED TELEPHONE COMPANY OF
MISSOURI

By: /s/

Name: John L. Roe

Title: VP - Carrier & Regulatory Affairs

SOUTHWESTERN BELL WIRELESS INC.

By: /s/

Name: Wm. B. McCullough

Title: President & CEO

UNITED TELEPHONE COMPANY OF
MISSOURI

SOUTHWESTERN BELL WIRELESS INC.

By: /s/

By: /s/

Name: John L. Roe

Name: Wm. B. McCullough

Title: VP – Carrier & Regulatory Affairs

Title: President & CEO

**STATE OF MISSOURI
PUBLIC SERVICE COMMISSION**

At a session of the Public Service Commission held at its office in Jefferson City on the 26th day of February, 1998.

In the Matter of the Commercial Radio Services)
(CMRS) Master Network Interconnection Agreement of) Case No. TO-98-232
United Telephone Company of Missouri d/b/a Sprint)
and Southwestern Bell Wireless Inc.)

ORDER APPROVING INTERCONNECTION AGREEMENT

On December 5, 1997, United Telephone Company of Missouri d/b/a Sprint (Sprint) ^[1] and Southwestern Bell Wireless Inc. (Bell Wireless) filed a joint application with the Commission for approval of a Commercial Radio Services Master Network Interconnection Agreement (the Agreement) between Sprint and Bell Wireless 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 and an amendment to the Agreement.

The Commission issued an Order and Notice on December 12 which established a January 2, 1998, deadline for applications to participate without intervention and established a February 3 deadline for comments. On January 2, the Small Telephone Company Group (STCG) [21], Fidelity Telephone Company and Bourbeuse Telephone Company (collectively Fidelity) applied for participation without intervention. On January 13, the Commission issued an Order Granting Participation to the STCG and Fidelity (collectively Participants).

Although none of the Participants filed comments in the case, Bell Wireless filed comments on February 3. The Staff of the Commission

(Staff) filed a Memorandum on February 4 recommending approval of the Agreement as amended.

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 Bell Wireless, along with 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 Sprint and Bell Wireless is two years from the effective date of the Agreement; thereafter, the Agreement shall continue in effect until one of the parties gives a 180-day written notice of termination. However, the determination of the effective date under the terms of the Agreement is problematic. The Agreement states that it shall be deemed effective upon approval by the Commission or thirty days from the date of its execution, whichever is sooner. As the parties executed the Agreement on June 23, 1997, the ostensible effective date would be July 23, 1997, nearly four and one-half months prior to the parties' filing their joint application

for approval of the Agreement. However, a July 23, 1997 effective date would conflict with the Act=s requirement for approval of the Agreement by the Commission and therefore this provision of the Agreement cannot be approved. The earliest possible effective date for the Agreement will be March 5, 1998.

The Agreement states that Bell Wireless may interconnect with Sprint=s network at any technically feasible point. The Agreement also describes the network architectures which the parties may use to interconnect their networks and provides for collocation of facilities. The parties agreed to provide each other with intercompany trunk quantity forecast information on a semiannual basis to ensure adequate facilities are available for traffic between the parties.

The Agreement provides that the parties shall reciprocally terminate local traffic and intraLATA/interLATA toll calls originating on each others= network. The Agreement further provides for the transmission and routing of telephone exchange service, exchange access service, and other types of traffic (including 800/888, E911/911 and Directory Assistance traffic).

Exhibit 1, Pricing, contains rates for interconnection, tandem switching, transit, transport, directory assistance and operator services. The Agreement states that these rates shall be used as initial rates and are subject to future action by the Commission and the Atrue-up@ provisions of the Agreement. The method of reciprocal compensation is set forth in Exhibit 3. Reciprocal compensation will occur at rates and structures established in the contract effective between Company and Carrier. The identification of specific minutes of use applicable for terminating compensation will be through the use of traffic studies completed by each party until such time when actual minutes of use can be

captured and exchanged for billing purposes. Initially, the relationship of traffic will be established as 65 percent mobile to land traffic and 35 percent land to mobile traffic. These factors will be used for ninety days while formal traffic studies are being completed. The parties agree to work cooperatively to identify all terminating minutes of use between each other, including any minutes which transit through a third party's network before terminating to one of the parties.

Further, the Parties will work cooperatively to install and maintain a reliable network. Each Party will provide 24-hour contact numbers for network traffic management issues to the other's surveillance management center. Quality of Service language requires Sprint to provide Bell Wireless with at least the same intervals and level of service provided by Sprint to its own end-users or other carriers at any given time.

Although the STCG, Fidelity and Bourbeuse were granted participation, they failed to file any comments. The Participants' joint application to participate, however, reflects concerns over the termination of traffic to a third-party LEC through Sprint's tandem switch under the interconnection agreement. The Participants claim that traffic from wireless carriers is indistinguishable from other traffic which Sprint terminates to third-party LECs through its common trunk group. Thus, the third-party LEC has no way of knowing which wireless carrier is responsible for what portion of terminating minutes.

Bell Wireless notes in its Comments that traffic originating from or terminating to third-party LECs is specifically addressed by the Agreement and such traffic will be exchanged by the parties. Since no traffic to or from any LEC will be blocked, Bell Wireless argues, the Agreement is not discriminatory. Additionally, Bell Wireless states the

Agreement is in the public interest because it promotes competition and provides greater choice for the consumer.

In its Memorandum, Staff states that it has reviewed the proposed interconnection agreement and believes the Agreement between Sprint and Bell Wireless meets the limited requirements of the Telecommunications Act of 1996. Specifically, Staff states 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. Therefore, Staff recommends that the Commission approve the interconnection agreement.

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 inter-connection agreement between Sprint and Bell Wireless, the comments filed by Bell Wireless, and Staff=s recommendation, the Commission concludes that the interconnection agreement filed on December 5 is neither discriminatory to nonparties nor inconsistent with the public interest and should be approved as amended.

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.

IT IS THEREFORE ORDERED:

1. That the interconnection agreement filed on December 5, 1997, between United Telephone Company of Missouri d/b/a Sprint and Southwestern Bell Wireless Inc. is approved.

2. That United Telephone Company of Missouri d/b/a Sprint and Southwestern Bell Wireless Inc. shall file a copy of the interconnection agreement with the Staff of the Missouri Public Service Commission with the pages numbered seriatim in the lower right-hand corner no later than March 9, 1998.

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 March 5, 1998.

BY THE COMMISSION

Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge

(S E A L)

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

Hennessey, Regulatory Law Judge

[1] The Commission approved United Telephone Company of Missouri d/b/a Sprint=s change of corporate name to Sprint Missouri, Inc., on December 4, 1997, in Case No. TO-98-107.

[2] The following companies comprise the Small Telephone Company Group: BPS Telephone Company, Cass County Telephone Company, Citizens Telephone Company of Higginsville, Missouri, Inc., Craw-Kan Telephone Cooperative, Inc., Ellington Telephone Company, Grand River Mutual Telephone Corporation, Green Hills Telephone Corporation, Holway Telephone Company, Iamo Telephone Company, Kingdom Telephone Company, KLM Telephone Company, Lathrop Telephone Company, Mark Twain Rural Telephone Company, McDonald County Telephone Company, Miller Telephone Company, New Florence Telephone Company, New London Telephone Company, Orchard Farm Telephone Company, Oregon Farmers Mutual Telephone Company, Steelville Telephone Exchange, Inc., and Stoutland Telephone Company.