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September 9, 1999

FILED³

SEP 09 1999

Missouri Public
Service Commission

Dale Roberts
Secretary/Chief Regulatory Law Judge
Missouri Public Service Commission
Truman State Office Building, 5th Floor
301 West High Street
Jefferson City, Missouri 65101-1517

Re: Brooks Fiber Communications of Missouri, Inc. v.
Southwestern Bell Telephone Company

TC-2000-226

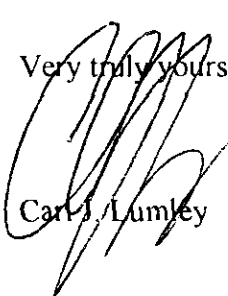
Dear Mr. Roberts:

Enclosed please find for filing with the Commission an original and fifteen copies of the following documents:

1. Entry of Appearance on behalf of Brooks Fiber Communications of Missouri, Inc.; and
2. Complaint of Brooks Fiber Communications of Missouri, Inc.

Upon your receipt, please file stamp the extra copies received and return to the undersigned in the enclosed, self-addressed, stamped envelope. If you have any questions, please do not hesitate to contact us.

Very truly yours,


Carl J. Lumley

CJL:dn

Enclosures

cc. Office of Public Counsel (W/Enclosures)
SWBT (W/Enclosures)

FILED³

BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION SEP 09 1999

Missouri Public
Service Commission

Brooks Fiber Communications of Missouri, Inc.)
v.)
Southwestern Bell Telephone Co.)

Case No. TC-2000-226

COMPLAINT

Brooks Fiber Communications of Missouri, Inc. (Brooks), an MCI WORLDCOM Communications, Inc., affiliate, by and through its attorneys, for its Complaint against Southwestern Bell Telephone Company (SWBT) alleges as follows:

I. INTRODUCTION

1. This action arises from SWBT's breach of contract by its refusal to pay Brooks "reciprocal compensation" payments due under the interconnection agreement (the "Agreement") between SWBT and Brooks. The Commission is authorized to hear Brooks' complaint pursuant to R.S.Mo. Sections 386.330, 386.320, 386.390, 386.400 and 4 CSR 240-2.070, and the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996) (codified at 47 U.S.C. § 151, et seq.) (The "Act" or the "1996 Act").

2. Brooks and SWBT entered into the Agreement pursuant to the Act. The relevant portions of the Agreement are attached hereto as Exhibit 1 and are incorporated by reference; Brooks further incorporates by reference the Interconnection Agreement between Brooks and SWBT in its entirety as filed with the Commission. In accordance with the Act, during early 1997, Brooks and SWBT negotiated the terms of the Agreement, including the provisions relating to reciprocal compensation. The Missouri Public Service Commission (the "Commission") approved the Agreement on May 15, 1997, and the Agreement became effective as of May 28, 1997.

3. As described in more detail below, the Agreement requires SWBT to pay Brooks "reciprocal compensation" for the service Brooks provides to SWBT throughout the portions of Brooks' Missouri service area that overlap SWBT's Missouri local service areas, when Brooks

delivers local calls made by SWBT's local customers to Internet Service Providers ("ISPs") that are Brooks local customers. To date, SWBT has wrongfully withheld over \$4.3 million in reciprocal compensation payments that are due to Brooks under the Agreement.

II. PARTIES

4. Brooks is a Delaware corporation and an affiliate of MCI WORLDCOM Communications, Inc. Brooks is a "local exchange carrier" within the meaning of the Act, is authorized to and does provide local exchange services within the State of Missouri as a foreign corporation, and is subject to the jurisdiction of the Commission. Brooks is authorized as a competitive local exchange carrier (CLEC) under certificate granted and tariffs approved by the Commission. Its principal regulatory office currently is located at 701 Brazos, Suite 600, Austin, Texas 78701.

5. The Commission should direct all communications and pleadings in this docket to Brooks' representatives as follows:

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Stephen F. Morris
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Austin, Texas 78701
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Patricia Ana Garcia Escobedo
Senior Attorney
MCI WORLDCOM Communications, Inc.
701 Brazos, Suite 600,
Austin, Texas 78701
512- 495-6700
512- 477-3845 (FAX).

6. SWBT is a Missouri corporation with its principal office at One Bell Center, St. Louis, Missouri 63101. SWBT is a "local exchange carrier" within the meaning of the Act, is authorized to and does provide local exchange services within the State of Missouri, and is subject to the jurisdiction of the Commission. SWBT is a "local exchange telecommunications company" and a "public utility" as those terms are defined in Section 386.020, RSMo (1994).

7. SWBT's address, telephone number, and facsimile number are, respectively, One Bell Center, Room 3520, St. Louis, Missouri 63101, 314-235-4300, and 314-331-2195 (FAX).

III. JURISDICTION

8. The Commission has jurisdiction over this action under the Act [*Iowa Utilities Board v. FCC*, 120 F.3d 753, 804 (8th Cir. 1997); 47 U.S.C. § 252(e)(6)], and under state law. Section 386.330 requires that the Commission "shall make such inquiry in regard to any thing done or omitted to be done by any such public utility . . . in violation of any provision of law or in violation of any order or decision of the commission" [§ 386.330(1), R.S.Mo.] on complaint by any aggrieved person or corporation [§ 386.330 (2), R.S.Mo.]. Pursuant to its general supervision authority, the Commission is authorized to secure SWBT's "compliance with all provisions of law, orders and decisions of the commission" [§ 386.320 (1), R.S.Mo.]. Brooks files its complaint in accordance with Section 386.390 of state law, setting forth the violation by SWBT of the Commission order in Case No. TO-97-334, approving the Agreement and requiring the Parties' compliance with the terms of the Agreement [§ 386.390 R.S.Mo.]. Brooks further brings its complaint pursuant to Section 386.400, authorizing Books, as a corporation, to complain on any grounds upon which complaints are allowed to be filed by other parties and requiring the PSC to adopt and follow the same procedure adopted and followed in other cases [§ 386.400 R.S.Mo.].

IV. GENERAL ALLEGATIONS

Local Interconnection Agreements and the 1996 Act

9. Historically, SWBT and other incumbent carriers enjoyed monopoly power over local telephone service. Congress decided to end those monopolies by enacting the landmark

1996 Act "to shift monopoly [telephone] markets to competition as quickly as possible." [H.R. Rep. No. 104-204, at 89 (1995), reprinted in 1996 U.S.C.C.A.N. 10, 55.] To that end, the Act subjects incumbents such as SWBT to "a host of duties" aimed at bringing competition to the local telephone market. [*AT&T Corp. v. Iowa Utils. Bd.*, 119 S. Ct. 721, 726 (1999).]

10. The Act requires incumbent local exchange carriers like SWBT to make the local telephone networks available for use by new competitors, and sets forth procedures for opening local markets to competition. [47 U.S.C. §§ 251-52.]

11. The terms under which new entrants interconnect with the incumbent's network are contained in interconnection agreements. [47 U.S.C. § 252.] The Act directs new entrants and incumbents to attempt to reach agreement upon terms of interconnection through negotiation. If they cannot agree, the governing state commission conducts an arbitration to resolve disputed issues. [*Id.* § 252(b)(1).] The results of the negotiation and arbitration are memorialized in binding interconnection agreements as approved by the appropriate state commission. [*Id.* § 252(e).]

12. The duties imposed by the Act are minimum requirements only, and parties may agree to obligations in interconnection agreements that go beyond the Act's requirements. The Act provides that incumbent carriers and new entrants "may negotiate and enter into a binding agreement . . . without regard" to the Act's minimum obligations. [47 U.S.C. § 252(a)(1).]

Inter-Carrier Compensation in the Context of Local Competition

13. One of the principal issues that arises in the context of local competition is inter-carrier compensation. With the advent of local competition, customers of one local carrier necessarily will call customers of another local carrier. When that happens, the two carriers must assist each other in delivering the calls. There are two forms of inter-carrier compensation local carriers can receive for assisting another carrier in delivering calls: "reciprocal compensation" and the sharing of "access charges."

14. The first form of inter-carrier compensation—reciprocal compensation—is designed to compensate a carrier for completing a local call, as defined by the parties to the

interconnection agreement, for another carrier. When a customer of one carrier makes a local call to a customer of another carrier, only the originating party (i.e., the caller) pays its carrier for the telephone services--leaving the other carrier uncompensated. The caller's local carrier must therefore compensate the other carrier whose facilities are used to complete the local call.

15. The second form of inter-carrier compensation is access charges. When a caller makes a long-distance toll call he pays his long-distance company, and not his local carrier, for the call. In turn, the long-distance company pays access charges to local telephone carriers to compensate the local carriers for originating and terminating the long distance toll calls over their networks. The service local carriers provide to long-distance companies in this context is "exchange access," which the 1996 Act defines as "the offering of access to telephone exchange services or facilities for the purpose of the origination or termination of telephone toll services" [47 U.S.C. § 153(16)].

Treatment of Reciprocal Compensation and Access Charges in the Interconnection Agreement

16. The Agreement addresses these compensation issues by specifying what traffic is subject to reciprocal compensation and what traffic is "exchange access" traffic subject to access charges. Reciprocal compensation obligations apply to "Local Traffic" as defined in the Agreement: "'Local Traffic' means traffic that originates and terminates within a SWBT exchange including SWBT mandatory local calling scope arrangements. 'Mandatory Local Calling Scope' is an arrangement that requires end users to subscribe to a local calling scope beyond their basic exchange serving area." [Ex. 1, Agreement Appendix Define at P.] The Agreement further provides that:

Brooks agrees to compensate SWBT for the termination of Brooks Local Traffic originated by Brooks end users in the SWBT exchanges described in Appendix DCO and terminating to SWBT end users located within those exchanges referenced therein. SWBT agrees to compensate Brooks for the termination of SWBT Local Traffic originated by SWBT end users in the SWBT exchanges described in Appendix DCO and terminating to Brooks end users located within those exchanges referenced therein.

[Ex. 1, Agreement at III, A, 1, b, p. 5.] Local interconnection rates are \$0.0092 per minute of use at the tandem and \$0.0072 per minute of use at the end office. [Ex. 1, Agreement at III, A, 2, p. 5.] Local calls to ISPs constitute Local Traffic subject to reciprocal compensation under the Agreement.

17. In contrast, reciprocal compensation obligations do not apply when SWBT and Brooks interconnect to provide "Switched Exchange Access Services," which relate to the origination and termination of long distance toll traffic. [Ex. 1, Agreement at III, D, 3 and III, E.] When the parties provide each other with Switched Exchange Access Services, the Agreement provides that they will share the access charges paid by long-distance companies. The parties have not treated local calls to ISPs as long distance Switched Exchange Access Service.

18. If SWBT were permitted to treat local calls to ISPs as traffic that is not subject to reciprocal compensation, Brooks would not be compensated for the service it provides in delivering local calls made by SWBT customers to Brooks customers that are ISPs. The Agreement does not permit the exchange of traffic without compensation to either Party.

SWBT's Treatment of Calls to Internet Service Providers as Local Traffic

19. An ISP provides its customers the ability to obtain on-line information through the Internet. ISPs provide "information services" to their customers. Information services means "the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications[.]" [47 U.S.C. § 153(20).] ISPs purchase local telephone services to provide these information services. They do not provide either local or long distance telephone services.

20. The most common method by which an Internet user connects to an ISP is via the public switched telephone network. ISPs are assigned a local seven-digit telephone number when they purchase local service. All local exchange carriers, including SWBT, bill their customers for a local call when their customers call ISPs within the local calling area. The customers' charge is determined by the carriers' local tariffs. Local exchange carriers do not receive access charges from ISPs, but instead provide local services to ISPs under ordinary local tariffs for business

customers. Local exchange carriers also treat calls to ISPs as local in the revenue and expense reports they file with the FCC.

21. When the Parties negotiated the Agreement, they understood and intended for local calls to ISPs to be treated as Local Traffic subject to reciprocal compensation under the Agreement. Both before and after the Agreement became effective in May 1997, SWBT treated calls to ISPs as local traffic. For example:

- SWBT assigns its ISP customers a local seven-digit telephone number when they purchase local service for their use in providing information services;
- When SWBT customers make local calls to ISPs, SWBT bills its customers for those calls pursuant to its local tariff;
- Similarly, SWBT provides local services to ISPs under ordinary local tariffs for business customers;
- In ARMIS and other reports filed with the FCC, SWBT has treated revenues and expenses associated with ISP traffic as intrastate rather than interstate; and
- SWBT does not have measures in place that segregate ISP traffic from other local traffic and measure such traffic for billing purposes. Indeed, the industry standards that govern the form of bills that carriers send one another for reciprocal compensation do not require local calls to ISPs to be segregated or treated any differently from any other local calls.

22. For several months after the Agreement became effective, SWBT knowingly paid Brooks reciprocal compensation for calls placed by SWBT's customers to Brooks' ISP customers. Similarly, SWBT sent monthly invoices to Brooks requiring Brooks to pay reciprocal compensation for calls placed by Brooks' customers to SWBT's customers, including ISPs. Brooks has paid those invoices and has otherwise performed its obligations under the Agreement.

23. In or about November 1997, however, SWBT breached the Agreement by refusing to pay Brooks the full amount due in reciprocal compensation. SWBT unilaterally began withholding reciprocal compensation payments based on SWBT's internal estimate of the portion of the reciprocal compensation invoices it claimed was attributable to calls to ISPs.

24. Brooks has demanded that SWBT pay the full amounts due for reciprocal compensation, plus interest, as provided in the Agreement (see Exhibit 2 attached hereto and

incorporated by reference). SWBT has refused (see Exhibit 3 attached hereto and incorporated by reference). Accordingly, SWBT has failed to perform its obligations and is in material breach of the Agreement. As a proximate result of SWBT's breach of the Agreement, Brooks has suffered damages, which currently exceed \$ 4.3 million and continue to accrue.

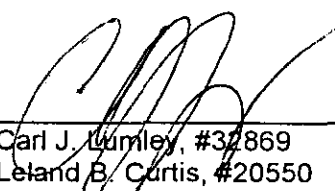
V. PRAYER FOR RELIEF

WHEREFORE, Brooks respectfully requests this Commission to enter an order:

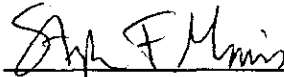
- (a) Serving Brooks' complaint on SWBT and requiring that SWBT respond to Brooks' complaint in accordance with the Commission's rules;
- (b) Requesting that the Public Service Commission Staff investigate SWBT's violation of the Agreement and the Commission's order in Case No. TO-97-334;
- (c) Establishing a pre-hearing conference that SWBT and Brooks shall be ordered to attend and develop a schedule to hear Brooks' complaint;
- (d) Entering a protective order to facilitate discovery by the Parties in this case;
- (e) Stating that reciprocal compensation for ISP traffic is owed by SWBT to Brooks at the rate for local interconnection established in the Agreement; and
- (f) Awarding any other relief that this Commission deems just and proper.

Respectfully submitted,

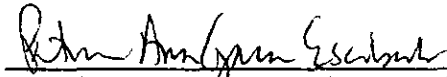
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Attorneys for
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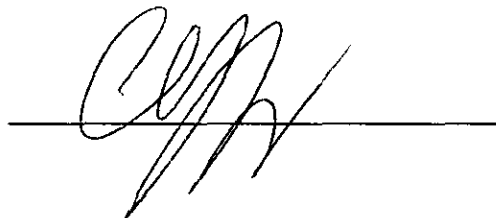
CERTIFICATE OF SERVICE

A true and correct copy of the foregoing was hand delivered this 9th day of September

1999 to:

Office of Public Counsel
Missouri Public Service Commission
301 West High Street, Suite 250
St. Louis, Missouri 63105

Southwestern Bell Telephone company
One Bell Center, Room 3520
St. Louis, Missouri 63101



MISSOURI INTERCONNECTION AGREEMENT

by and between

SOUTHWESTERN BELL TELEPHONE COMPANY

and

BROOKS FIBER COMMUNICATIONS OF MISSOURI, INC.

1. For the LSP's local exchange areas, Brooks and SWBT agree to provide facilities and trunks from their respective offices to the NIP, as outlined in Appendix DCO, subject to the terms and conditions of the NIM and ITR Appendices. This arrangement will provide for connection between the appropriate SWBT tandems and Brooks facilities for the purpose of terminating Brooks local, intraLATA, 911, Operator Services, and meet point billed interLATA trunks. These interconnection facilities will be utilized for SWBT trunks terminating to the Brooks switch, and for trunks terminating to the SWBT tandems.
 2. SWBT will provide to Brooks at Brooks' request, virtual collocation at the same rates, terms, and conditions as FCC 73, Section 25.
 3. SWBT will provide to Brooks, at Brooks' request, physical collocation under the same terms and conditions available to similarly situated carriers at the time of such request.
 4. SWBT will provide to Brooks, at Brooks' request, SONET Based Interconnection ("SBI") whereby Brooks would provide fiber cable to SWBT for connection to SWBT-designated basic transmission equipment located in the DCO at the DCO and dedicated solely for Brooks' use. SWBT would own and maintain the basic transmission equipment. For ease of drafting, this option shall be offered under terms and conditions which are consistent with SWBT's SBI tariff.
 5. Other interconnection methods as may be negotiated.
- C. In addition, the Parties agree to follow the interconnection and trunking requirements listed in Appendix ITR, which is attached hereto and made a part hereof.
- D. The Parties shall identify the V&H coordinates for each NIP. Appendix DCO which identifies the specific interconnection points agreed upon by the Parties is attached hereto and incorporated herein by reference.
- E. To the extent a Party provides only one switching facility in an exchange, such facility shall be treated as an end office for compensation purposes.

III. COMPENSATION FOR DELIVERY OF TRAFFIC

For purposes of compensation under this Agreement, the telecommunications traffic traded between the Parties shall be classified as either Local Traffic, Transit Traffic,

Optional Area Traffic (OCA), IntraLATA Interexchange traffic, or InterLATA Interexchange. The Parties agree that, notwithstanding the classification of traffic under this Agreement, either Party is free to define its own "local" calling scope(s) for purposes of its provision of telecommunications service to its end users.

Calls originated by one Party's end users and terminated to the other Party's end users shall be classified as "Local Traffic" under this Agreement if the call: (i) originates and terminates in the same SWBT exchange area; or (ii) originates and terminates within different SWBT exchanges which share a common mandatory local calling area. Calls not classified as local under this Agreement shall be treated as interexchange for intercompany compensation purposes.

Intercompany compensation for Feature Group A traffic is described in Appendix FGA, which is attached hereto and incorporated herein by reference.

The Parties agree that they shall include the originating calling number in the information they transmit with each call being terminated on the other's network, so that correct jurisdiction of the call can be made under this section for the purpose of intercompany compensation. The type of originating calling number transmitted is dependent upon the protocol of the trunk signaling utilized for interconnection. Traditional toll protocol is used with Multi-frequency (MF) signaling and Automatic Number Identification (ANI) is sent from the end office switch towards the tandem switch. Signaling System Seven (SS7) protocol utilizes Calling Party Number (CPN) to identify the originating calling number. The CPN is defined by the originating switch to be the billing number. In some cases (i.e., call forwarding) this may not be the actual originating calling number.

If the percentage of calls passed with CPN is greater than ninety (90) percent, all calls exchanged without CPN information will be billed as either Local Traffic, OCA Traffic or intraLATA Toll Traffic in direct proportion to the MOUs of calls exchanged with CPN information. If the percentage of calls passed with CPN is less than ninety (90) percent, all calls passed without CPN will be billed as switched access. Where one Party is passing CPN, but the other Party is not properly receiving information, the Parties will cooperate to rate the traffic correctly.

Intercompany compensation records for calls hereunder shall be subject to the verification procedures set forth in Section XXII (Verification Reviews). Compensation for all calls shall be paid regardless of a Party's ability to collect charges from its end user for such call or calls. Subject to the foregoing principles, the following compensation terms and conditions apply:

Subject to the foregoing principles, the following compensation terms and conditions shall apply:

A. Reciprocal Compensation for Termination of Local Traffic

1. Applicability of Rates:

- a. The rates, terms, and conditions in this subsection A apply only to the termination of Local Traffic, except as explicitly noted.
- b. Brooks agrees to compensate SWBT for the termination of Brooks Local Traffic originated by Brooks end users in the SWBT exchanges described in Appendix DCO and terminating to SWBT end users located within those exchanges referenced therein. SWBT agrees to compensate Brooks for the termination of SWBT Local Traffic originated by SWBT end users in the SWBT exchanges described in Appendix DCO and terminating to Brooks end users located within those exchanges referenced therein.

2. Local Interconnect Rates:

<u>Serving Method</u>	<u>Price per Minute of Use *</u>
Tandem Served	\$0.0092**
End Office Served	\$0.0072**

* Usage shall be measured up to the nearest tenth of a minute and cumulated to one minute increments for billing.

** Because of the unique structure of the Brooks local network, the Parties agree, on an interim basis, that 90% of the local traffic originated by SWBT end users and terminated to Brooks end users will be deemed, for compensation purposes, to be terminated to a Brooks end office and 10% will be deemed to be terminated at a Brooks tandem. This interim arrangement will be used only until SWBT can directly route local traffic, at its option, to a Brooks end office or a Brooks local tandem. This interim compensation arrangement applies only, and to the extent, the following conditions are present ("interim compensation prerequisites"): Brooks has installed and serves end users from more than one local switch, within an exchange area, equipped with direct trunking capability, where the local switch subtends another Brooks local switch and where none of these switches serves an NXX exclusively. Whenever, and to the extent that, the interim compensation prerequisites are not present, the compensation applicable when SWBT end users terminate local calls

to Brooks end users shall be at the end office served rate. When Brooks has multiple switches, including a local tandem, and either the tandem or any subtending office has its own, exclusive NXX, SWBT shall have the option to terminate its local traffic to Brooks on a tandem served or end office served basis and compensate Brooks accordingly.

C. Reciprocal Compensation for Transit Traffic

Transit Traffic allows one Party to send traffic to a third party network through the other Party's tandem. A Transit Traffic rate element applies to all MOUs between a Party and third party networks that transit the other Party's tandem switch. The originating Party is responsible for the appropriate rates unless otherwise specified. The Transit Traffic rate element is only applicable when calls do not originate with (or terminate to) the transit Party's end user. There are two categories of Transit Traffic: 1. Local and 2. Optional Area.

1. The Local Transit Traffic rate element is applicable when both the originating and terminating end users are within SWBT local and mandatory exchanges.
2. The Optional Area Transit Traffic rate element is applicable when one end user is in a SWBT optional exchange which is listed in Schedule OCA and the other end user is within the SWBT local or mandatory exchanges.

3. Prices for Transit Traffic are as follows:

Local	\$0.0031/MOU
Optional Area	\$0.0040/MOU

4. The parties also acknowledge that traffic originated in third party incumbent LEC exchange areas may traverse the SWBT tandem and terminate in other third party LEC exchange areas. Although direct connections could be used for this traffic, SWBT agrees to transit this traffic for the rate of \$0.006 per MOU if the other LEC exchanges share a common mandatory local calling area with all SWBT exchanges included in a metropolitan exchange area. Any other LEC mandatory exchanges are listed in Schedule OCA.

D. Reciprocal Compensation for termination of IntraLATA Interexchange Traffic

1. Optional Calling Area Compensation (OCA) - For the SWBT optional calling areas listed in Schedule OCA, the compensation for termination of

intercompany traffic will be at the rate of \$0.0160/MOU. This terminating compensation rate applies to all traffic to and from the exchanges listed in Schedule OCA, attached hereto and incorporated by reference, and the associated metropolitan area and is independent of any retail service arrangement established by either Party.

2. SWBT also agrees to apply the OCA compensation rate of \$0.0160/MOU for traffic terminating to LSP end users in other incumbent LEC exchanges that share a common mandatory calling area with all SWBT exchanges that are included in the metropolitan exchange area. Schedule OCA lists the shared mandatory local calling areas.
3. For intrastate intraLATA interexchange service, compensation for termination of intercompany traffic will be at terminating access rates for Message Telephone Service or "MTS" and originating access rates for 800 Service, including the Carrier Common Line or "CCL" as set forth in each Party's intrastate access service tariff. For interstate intraLATA intercompany service traffic, compensation for termination of intercompany traffic will be at terminating access rates for MTS and originating access rates for 800 service, including the CCL charge, as set forth in each Party's interstate Access Service Tariff.

E. Compensation for Origination and Termination of InterLATA Interexchange Traffic (Meet-Point Billing "MPB" Arrangements)

1. Brooks and SWBT may mutually agree to establish Meet-Point billing arrangements in order to provide Switched Access Services to IXC's via an SWBT access tandem switch, in accordance with the Meet-Point Billing guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents, except as modified herein. Brooks' Meet-Points with SWBT shall be those identified in Appendix DCO.
2. The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this Meet-Point Billing arrangement, including Meet-Point Billing percentages.
3. As detailed in the MECAB document, the Parties will, in accordance with accepted time intervals, exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services traffic jointly handled by the Parties via the Meet-Point arrangement. Information shall be exchanged in Exchange Message Record (EMR)

format, on magnetic tape or via a mutually acceptable electronic file transfer protocol.

4. Initially, billing to IXC's for the Switched Access Services jointly provided by the Parties via the Meet-Point Billing arrangement shall be according to the multiple bill/multiple tariff method as described in the MECAB document.
5. Meet-Point billing shall also apply to all traffic bearing the 900, 800, 888 NPA.

F. Wireless Traffic

1. Appendix Wireless sets forth the terms and conditions under which the Parties will distribute revenue from their joint provision of Wireless Interconnection Service for mobile to landline traffic terminating through the Parties' respective wireline switching networks within a LATA. If either Party enters into an interconnection agreement with a CMRS provider, Appendix Wireless shall no longer be applicable between the Parties with respect to such CMRS providers. In such circumstances, compensation between the other Party and the CMRS provider shall be determined by those parties.
2. The Parties will apply the Local Transit Traffic rate to each other for calls that originate on one Party's network and are sent to the other Party for termination to a CMRS Provider as long as such Traffic can be identified as wireless traffic. Each Party shall be responsible for interconnection arrangements with CMRS providers, including terminating compensation arrangements, as appropriate, regarding traffic originating on the Party's network and terminating on the CMRS provider's network. The originating Party agrees to indemnify the transiting Party for any claims of compensation that may be made by the CMRS provider against the transiting Party regarding compensation for termination of such traffic.
3. When traffic is originated by either Party to a CMRS Provider, and the traffic cannot be specifically identified as wireless traffic for purposes of compensation between SWBT and Brooks, the traffic will be treated, in comport with its origination and termination, as either Local, Optional Area, or Access and the appropriate compensation rate will apply.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION AGREEMENT.

D. Craig Young
Sign and Print Name: Date:
D. Craig Young

President/C.O.O.

Position/Title

Brooks Fiber Communications
of Missouri, Inc.

R. Zamora 2-10-97
Sign and Print Name: Date:

Ricardo Zamora

VP-Local Interconnection

Position/Title

Southwestern Bell Telephone Company

Appendix DCO

INTERCONNECTION SCHEDULE

Metropolitan Exchange Area	Direction ¹	BFC Interconnection Wire Center (UIWC) ²	SWBT Interconnection Wire Center (SIWC) ³	NIP ⁴	Electrical Handoff Rate
KANSAS CITY MO	BFC TO SWBT SWBT TO BFC INTRALATA, INTERLATA, LOCAL, TOPS	KSCYMO?	KSCYMO5503T	KSCYMO5 5	DS1
	BFC TO SWBT SWBT TO BFC 911	KSCYMO?	KSCYKSJO07T	KSCYKSJO	DS1
SPRINGFIELD	BFC TO SWBT SWBT TO BFC INTRALATA, INTERLATA, LOCAL, TOPS	SPFDMO?	SPFDMO	SPFDMO	DS1
	BFC TO SWBT SWBT TO BFC 911	SPFDMO?	SPFDMO	SPFDMO	DS1

¹ This column will be completed by indicating the direction of the terminating traffic (e.g., either BFC to SWBT or SWBT to BFC.)

² **BFC INTERCONNECTION WIRE CENTER (UIWC)** - The address of the BFC location that will house the interconnection equipment and through which SWBT will terminate traffic on BFC's network.

³ **SWBT INTERCONNECTION WIRE CENTER (SIWC)** - The address of the SWBT end office or tandem through which BFC will terminate traffic on SWBT's network.

⁴ **NETWORK INTERCONNECTION POINT (NIP)** - The NIP is the location where SWBT and BFC facilities connect. The NIP will be identified by address and V&H Coordinates. The NIP for traffic going from BFC to SWBT and going from SWBT to BFC could be different. Where the physical interface occurs at a SWBT end office or tandem, the NIP shall be located at the SIWC. Where the physical interface occurs at the BFC location, the NIP for that interconnection shall be located at the BFC location.

APPENDIX DEFINE

Appendix DEFINE

1. DEFINITIONS

- A. "Access Tandem" denotes a switching system that provides a concentration and distribution function for originating or terminating interexchange traffic between end offices and interexchange carriers.
- B. "Ancillary Services" are services which support but are not required for interconnection of telecommunication networks between two or more parties, e.g., 911, DA, Operator Services, Directory and LIDB Service.
- C. "Automatic Number Identification" or "ANI" is a switching system feature that forwards the telephone number of the calling party and is used for screening, routing and billing purposes.
- D. "Calling Party Number" or "CPN" is a feature of signaling system 7 (SS7) protocol whereby the 10 digit number of the calling party is forwarded from the end office.
- E. "Central Office Switch" means a single switching system within the public switched telecommunications network, including the following:
 - "End Office Switches" which are Class 5 switches where end user Exchange Services are directly connected and offered.
 - "Tandem Office Switches" which are Class 4 switches used to connect and switch trunk circuits between Central Office Switches.Central Office Switches may be employed as combination End Office/Tandem Office switches (combination Class 5/Class 4).
- F. "Common Channel Signaling" or "CCS" is a special network, fully separate from the transmission path of the public switched network, that digitally transmits call set-up and network control data. SWBT uses the Bellcore version of CCS protocol, generally referred to as "SS7."
- G. "EAS Traffic" means traffic that originates and terminates within SWBT exchanges sharing an optional two-way local calling scope.
- H. "Exchange" is the geographic territory delineated as an exchange area for SWBT by official commission boundary maps.

- I. "Exchange Message Record" or "EMR" is the standard used for exchange of telecommunications message information among Local Exchange Carriers for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 *CRIS Exchange Message Record*, a Bellcore document which defines industry standards for exchange message records.
- J. "Exchange Services" are two-way switched voice-grade telecommunications services with access to the public switched network which originate and terminate within an exchange.
- K. "ISDN" means Integrated Services Digital Network, a switched network service providing end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B+D). Primary Rate Interface-ISDN (PRI-ISDN) provides for digital transmission of twenty-three (23) 64 Kbps bearer channels and one 16 Kbps data channel (23 B+D).
- L. "Local Number Portability" or "LNP" is a service arrangement whereby an end user, who switches subscription for Exchange Services from one provider to another, is permitted to retain, for its use, the existing assigned number provided that the end user remains at the same location.
- M. "Local Exchange Carrier" or "LEC" means the incumbent carrier that provides facility-based Exchange Services which has universal service and carrier of last resort obligations.
- N. "Local Service Provider" or "LSP" is a nonincumbent carrier which has obtained the certification and authority necessary to provide Exchange Services.
- O. "Local Tandem" denotes a switching system that provides a concentration and distribution function for originating or terminating local traffic between end offices.
- P. "Local Traffic" means traffic that originates and terminates within a SWBT exchange including SWBT mandatory local calling scope arrangements. Mandatory Local Calling Scope is an arrangement that requires end users to subscribe to a local calling scope beyond their basic exchange serving area.
- Q. "MECAB" refers to the *Multiple Exchange Carrier Access Billing (MECAB)* document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Bellcore as Special Report SR-BDS-000983.



Daniel Aronson
Director, Local Carrier Revenue Services
500 Clinton Center Drive Clinton, MS 39060
Phone: 601-460-8060 Fax: 601-460-5115
Email: Daniel.Aronson@Wcom.com

June 2, 1999

Southwestern Bell Telephone Company
One Bell Plaza, Room 0525
Dallas, Texas 75202
ATTENTION: LSP Account Manager

RE: Notice of Demand for Payment
of Reciprocal Compensation
Charges under the Brooks-SWBT
Interconnection Agreement

Dear Sirs:

Since December, 1997, MCIWorldCom, on behalf of Brooks Fiber Communications (hereinafter "MCIW") has been sending invoices detailing charges incurred by Southwestern Bell Telephone Company (SWBT) for the termination of local calls by SWBT customers in Springfield and Kansas City, Missouri. Beginning with the first invoice sent, SWBT has only remitted partial payment on the invoice sent by MCIW on the basis of SWBT's unilateral declaration that a portion of the traffic terminated to customer's of MCIW which were Internet Services Providers (ISPs). SWBT's unilateral decision to withhold payment on this basis is inconsistent with, and in breach of, the Missouri Interconnection Agreement between SWBT and Brooks Fiber Communications, (hereinafter "Interconnection Agreement"). The Interconnection Agreement specifically defines the term "local traffic" for which compensation is due and makes no exclusion for ISP traffic.

Please consider this letter to be a formal demand that outstanding balances due MCIW be paid in full in accordance with the Interconnection Agreement.

I will be looking forward to your response to this demand and will be available to discuss the details with you at your convenience. As of this date, MCIW shows current outstanding balances due from SWBT of \$4,313,003.23 (schedule attached).

Thank you for your time and attention in this matter.

Daniel Aronson

CC: Michael Henry
Patricia Escobedo

DLA/sc

EXHIBIT 2

AGING REPORT

ACCOUNT
DM00522B00

DATE
6/2/99

<u>Invoice Number</u>	<u>Transaction Date</u>	<u>Transaction</u>	<u>Days Outstanding</u>	<u>Amount</u>
4029711	12/1/97	I		\$6,334.57
4029711	1/22/98	P		(\$6,334.57)
Balance Due	12/1/97			\$0.00
4029801	2/17/98	I		\$45,748.61
4029801	4/30/98	P		(\$9,377.09)
Balance Due	2/17/98			\$36,371.52
4029802	3/10/98	I		\$49,835.51
Balance Due	3/10/98			\$49,835.51
4029803	4/7/98	I		\$60,168.97
4029803	6/30/98	P		(\$18,725.62)
Balance Due	4/7/98			\$41,443.35
4029804	5/7/98	I		\$91,805.80
4029804	1/6/99	P		(\$10,587.71)
Balance Due	5/7/98			\$81,218.09
4029805	6/5/98	I		\$44,223.75
4029805	1/6/99	P		(\$3,697.83)

Wednesday, June 02, 1999

Page 1 of 4

<u>Invoice Number</u>	<u>Transaction Date</u>	<u>Transaction</u>	<u>Days Outstanding</u>	<u>Amount</u>
Balance Due	6/5/98			\$90,530.92
4029806	7/10/98	I		\$110,880.95
4029806	8/20/98	P		(\$14,730.96)
Balance Due	7/10/98			\$96,149.99
4029807	8/10/98	I		\$51,441.11
4029807	9/16/98	P		(\$4,284.95)
Balance Due	8/10/98			\$47,156.16
4079712	1/6/98	I		\$15,314.83
4079712	3/16/98	P		(\$15,923.42)
4079712	10/2/98	P		(\$10,826.84)
Balance Due	1/6/98			(\$11,235.43)
DMO0522B00-98253	9/10/98	A		\$6,086.65
DMO0522B00-98263	9/10/98	F		\$8,199.88
DMO0522B00-98253	8/10/98	I		\$71,872.63
DMO0522B00-98253	10/9/98	P		(\$6,782.51)
Balance Due	9/10/98			\$79,375.65
DMO0522B00-98283	10/10/98	A		(\$381.68)
DMO0522B00-98263	10/10/98	F		\$9,340.54

Wednesday, June 02, 1999

Page 2 of 4

<u>Invoice Number</u>	<u>Transaction Date</u>	<u>Transaction</u>	<u>Days Outstanding</u>	<u>Amount</u>
DMO0522B00-98283	10/10/98	I		\$109,190.48
DMO0522B00-98283	11/11/98	P		(\$8,651.41)
Balance Due	10/10/98			\$109,506.93
DMO0522B00-98314	11/10/98	I		\$113,884.00
DMO0522B00-98314	11/10/98	F		\$11,450.55
DMO0522B00-98314	12/14/98	P		(\$8,670.23)
Balance Due	11/10/98			\$116,764.32
DMO0522B00-98344	12/10/98	I		\$115,901.27
DMO0522B00-98344	12/10/98	F		\$13,529.29
DMO0522B00-98344	1/22/99	P		(\$8,903.96)
Balance Due	12/10/98			\$119,726.60
DMO0522B00-99010	1/10/99	I		\$105,640.08
DMO0522B00-99010	1/10/99	F		\$15,251.81
DMO0522B00-99010	3/8/99	P		(\$8,088.96)
Balance Due	1/10/99			\$112,802.93
DMO0522B00-99069	3/10/99	I		\$639,322.38
DMO0522B00-99069	3/10/99	F		\$17,259.70
DMO0522B00-99069	5/19/99	P		(\$113,201.15)

<i>Invoice Number</i>	<i>Transaction Date</i>	<i>Transaction</i>	<i>Days Outstanding</i>	<i>Amount</i>
Balance Due	3/10/99			\$543,380.93
DMO0522B00-99100	4/10/99	F		\$28,846.87
DMO0522B00-99100	4/10/99	I		\$227,378.63
DMO0522B00-99100	5/21/88	P		(\$37,339.71)
Balance Due	4/10/99			\$218,985.79

BALANCE DUE	\$1,732,013.06
CURRENT	\$0.00
31 - 60 Days	\$218,985.79
61 - 90 Days	\$543,380.93
91 - 120 Days	\$0.00
> 120 Days	\$969,646.34

AGING REPORT

ACCOUN
DMO0524B00

DATE
6/2/99

<u>Invoice Number</u>	<u>Transaction Date</u>	<u>Transaction</u>	<u>Days Outstanding</u>	<u>Amount</u>
4069709	11/3/97	I		\$24,858.28
4069709	1/22/98	P		(\$24,724.19)
Balance Due	11/3/97			\$134.09
4069710	11/3/97	I		\$70,757.29
Balance Due	11/3/97			\$70,757.29
4069712	1/6/98	I		\$54,511.80
4069712	10/2/98	P		(\$7,676.63)
Balance Due	1/6/98			\$46,835.17
75974069709A	2/16/98	A		(\$9,529.03)
Balance Due	11/3/97			(\$9,529.03)
75974069710A	2/16/98	A		(\$27,123.64)
Balance Due	11/3/97			(\$27,123.64)
75974069711	12/1/97	I		\$76,405.87
Balance Due	12/1/97			\$76,405.87
75974069711A	2/16/98	A		(\$29,288.91)

Wednesday, June 02, 1999

Page 1 of 5

008

P. 18

NO. 3610

AUG. 25. 1999 4:21PM FAX LAW & PUBLIC POLICY WORLD COM-REV ASSURANCE

NO. 3610 P. 19 000

08/AUG. 25. 1999 4:21PM 601 LAW & PUBLIC POLICY/RLDCOM-REV ASSURANCE

<i>Invoice_Number</i>	<i>Transaction_Date</i>	<i>Transaction</i>	<i>Days Outstanding</i>	<i>Amount</i>
Balance Due	12/1/97			(\$28,288.91)
75974069801	2/17/98	I		\$74,837.63
Balance Due	2/17/98			\$74,837.63
75974069802	3/10/98	I		\$80,760.82
Balance Due	3/10/98			\$80,760.82
75974069803	4/8/98	I		\$75,639.78
Balance Due	4/8/98			\$75,639.78
75974069804	5/6/98	I		\$0.00
Balance Due	5/6/98			\$0.00
75974069805	6/5/98	I		\$0.00
Balance Due	6/5/98			\$0.00
75974069806	7/10/98	I		\$212,788.45
75974069806	8/20/98	P		(\$5,085.73)
Balance Due	7/10/98			\$207,702.72
75974069807	8/10/98	I		\$83,773.60
75974069807	9/16/98	P		(\$12,078.70)

<i>Invoice Number</i>	<i>Transaction Date</i>	<i>Transaction</i>	<i>Days Outstanding</i>	<i>Amount</i>
Balance Due	8/10/98			\$71,696.90
DMO0524B00-18253	9/10/98	F		\$11,366.76
DMO0524B00-98253	9/10/98	A		\$10,415.49
DMO0524B00-98253	9/10/98	I		\$128,860.27
DMO0524B00-98253	10/9/98	P		(\$6,468.20)
Balance Due	9/10/98			\$144,174.32
DMO0524B00-98283	10/10/98	I		\$163,458.63
DMO0524B00-98283	10/10/98	F		\$13,576.55
DMO0524B00-98283	10/10/98	A		(\$275.72)
DMO0524B00-98283	11/11/98	P		(\$8,312.14)
Balance Due	10/10/98			\$168,447.32
DMO0524B00-98314	11/10/98	I		\$149,669.56
DMO0524B00-98314	11/10/98	F		\$16,727.77
DMO0524B00-98314	12/14/98	P		(\$7,092.02)
Balance Due	11/10/98			\$159,305.31
DMO0524B00-98344	12/10/98	F		\$19,541.68
DMO0524B00-98344	12/10/98	I		\$145,770.91
DMO0524B00-98344	1/22/99	P		(\$9,575.12)

<i>Invoice Number</i>	<i>Transaction Date</i>	<i>Transaction</i>	<i>Days Outstanding</i>	<i>Amount</i>
Balance Due	12/10/98			\$155,737.48
DMO0524B00-99010	1/10/99	F		\$22,187.58
DMO0524B00-99010	1/10/99	I		\$258,854.00
DMO0524B00-99010	3/8/99	P		(\$11,205.81)
Balance Due	1/10/99			\$269,835.77
DMO0524B00-99069	3/10/99	F		\$26,990.65
DMO0524B00-99069	3/10/99	I		\$752,088.95
DMO0524B00-99069	5/19/99	P		(\$11,159.46)
Balance Due	3/10/99			\$767,920.15
DMO0524B00-99100	4/10/99	F		\$40,858.27
DMO0524B00-99100	4/10/99	I		\$276,853.59
DMO0524B00-99100	5/21/99	P		(\$20,970.73)
Balance Due	4/10/99			\$296,741.13

<u>Invoice_Number</u>	<u>Transaction_Date</u>	<u>Transaction</u>	<u>Days Outstanding</u>	<u>Amount</u>
		BALANCE DUE		\$2,580,990.17
		CURRENT		\$0.00
		31 - 60 Days		\$285,741.11
		61 - 90 Days		\$767,920.15
		91 - 120 Days		\$0.00
		> 120 Days		\$1,515,328.89

Nancy Lowrance
Director-
Industry Markets

SBC Telecommunications, Inc.
511 S. Akard Street
Four Bell Plaza, Room 681
Dallas, Texas 75202-5398
Phone 214 464-1750
Fax 214 858-0281



July 13, 1999

Mr. Daniel Aronson
MCI Worldcom
500 Clinton Center Drive
Clinton, MS 39060

Re: Reciprocal Compensation Under Brooks Fiber Comm.-SWBT
Missouri Interconnection Agreement

Dear Mr. Aronson:

Your letter of June 2, 1999, sent to LSP Account Manager regarding the referenced subject was forwarded to me for a response. Future correspondence to the account team on this issue should be directed to me or to Karen Moore at the address shown above.

We concur with your statement that the referenced Interconnection Agreement provides for the payment of compensation on local traffic, but disagree with your conclusion that ISP traffic is local traffic. As we have advised you in our previous letters, SWBT has always taken the position that ISP traffic is interstate in nature in light of the FCC's long history of defining traffic based on where calls originate and terminate. Based on those standards, ISP traffic is interstate because the calls originate in one local calling area and generally terminate in a distant calling area, i.e., on the Internet, that could be anywhere in the world.

SWBT's position has recently been affirmed by the FCC. In its Declaratory Ruling in CC Docket No 96-98 released February 26, 1999, the FCC specifically stated that "...ISP-bound traffic is non-local interstate traffic. Thus, the reciprocal compensation requirements of section 251 (b)(5) of the Act and Section 51, Subpart H (Reciprocal Compensation for Transport and Termination of Local Telecommunications Traffic) of the Commission's rules do not govern inter-carrier compensation for this traffic." Declaratory Ruling, Note 87.

SWBT's withholding of amounts billed by your company for ISP traffic is entirely proper under our Interconnection Agreement since ISP traffic is not local traffic for which compensation is owed. I trust this clarifies SWBT's position on this matter. Please call me at 214 464-1750 or Karen Moore at 214 464-2758 if you would like to discuss this issue further.

Additionally, SWBT's ISP amounts identified for the Brooks-Missouri operations do not agree with those amounts contained in your June 2 correspondence. As of the latest Brooks invoices paid by SWBT, we have identified \$2,573,627.63 as excludable ISP payments, and not the \$4,313,003.23 contained in your letter. Please refer to the attached suspected ISP billing detail and contact Becky Thompson at 314-331-3694 with any questions concerning reconciliation of these amounts.

Sincerely,

Karen Moore

Nancy Lowrance

Attachment

CC: Stan Brower
Becky Thompson
Karen Moore

Attachment

BROOKS - MISSOURI
ISP DOLLARS WITHHELD AUG '97 - FEB '99

STATE	Usage Month	TRAFFIC TYPE	SUSPECTED ISP MOU	RATE	TOTAL
MO (SPFD)	FEB '99	Local	27,812,489	0.0074	\$204,332.42
		EAS	2,105,337	0.016	\$33,685.39
			<u>29,717,826</u>		<u>\$238,017.81</u>
MO (KSCY)	FEB '99	Local	36,702,760	0.0074	\$271,600.42
		EAS	729,310	0.016	\$11,668.96
		LOCAL PLUS	<u>200</u>	0.022663	<u>\$4.53</u>
			<u>37,432,270</u>		<u>\$283,273.92</u>
MO (SPFD)	JAN '99	Local	19,402,080	0.0074	\$143,575.39
		EAS	1,687,100	0.016	\$26,993.60
			<u>21,089,180</u>		<u>\$170,568.99</u>
MO (KSCY)	JAN '99	Local	27,717,332	0.0074	\$205,108.26
		EAS	527,837	0.016	\$8,445.39
		LOCAL PLUS	<u>244</u>	0.022663	<u>\$5.53</u>
			<u>28,245,413</u>		<u>\$213,559.18</u>
MO (SPFD)	DEC '98	Local	14,995,619	0.0074	\$110,967.58
		EAS	1,415,747	0.016	\$22,651.95
			<u>16,411,366</u>		<u>\$133,619.53</u>
MO (KSCY)	DEC '98	Local	23,012,900	0.0074	\$170,295.46
		EAS	372,284	0.016	\$5,956.54
			<u>23,385,184</u>		<u>\$176,252.00</u>
MO (SPFD)	NOV '98	Local	14,955,619	0.0074	\$110,671.58
		EAS	1,415,747	0.016	\$22,651.95
			<u>16,371,366</u>		<u>\$133,323.53</u>
MO (KSCY)	NOV '98	Local	4,291,525	0.0074	\$31,757.29
		EAS	0	0.016	\$0.00
			<u>4,291,525</u>		<u>\$31,757.29</u>
MO (SPFD)	OCT '98	Local	12,095,138	0.0074	\$89,504.02
		EAS	1,037,547	0.016	\$16,600.75
			<u>13,132,686</u>		<u>\$106,104.77</u>
MO (KSCY)	OCT '98	Local	17,860,628	0.0074	\$132,168.65
		EAS	236,319	0.016	\$3,781.10
			<u>18,096,947</u>		<u>\$135,949.75</u>
MO (SPFD)	SEPT '98	Local	9,084,772	0.0074	\$67,227.31
		EAS	522,466	0.016	\$9,959.48
			<u>9,707,238</u>		<u>\$77,186.77</u>
MO (KSCY)	SEPT '98	Local	18,379,449	0.0074	\$136,007.92
		EAS	315,829	0.016	\$5,053.26
			<u>18,695,278</u>		<u>\$141,061.19</u>
MO (SPFD)	AUG '98	Local	9,113,446	0.0074	\$67,439.50
		EAS	599,071	0.016	\$9,585.14
			<u>9,712,517</u>		<u>\$77,024.64</u>
MO (KSCY)	AUG '98	Local	17,179,819	0.0074	\$127,129.18
		EAS	233,930	0.016	\$3,742.88
			<u>17,413,549</u>		<u>\$130,872.06</u>

6/22/99

Attachment

BROOKS - MISSOURI
ISP DOLLARS WITHHELD AUG '97 - FEB '99

STATE	Usage Month	TRAFFIC TYPE	SUSPECTED ISP MOU	RATE	TOTAL
MO (SPFD)	JUL '98	Local	8,410,809	0.0074	\$62,239.99
		EAS	582,418	0.016	\$8,998.69
			8,973,227		\$71,238.67
MO (KSCY)	JUL '98	Local	976,484	0.0074	\$7,225.98
		EAS	0	0.016	\$0.00
			976,484		\$7,225.98
MO (SPFD)	JUN '98	Local	5,836,031	0.0074	\$43,186.63
		EAS	317,770	0.016	\$5,084.32
			6,153,801		\$48,270.95
MO (KSCY)	JUN '98	Local	9,664,108	0.0074	\$71,514.40
		EAS	86,861	0.016	\$1,389.78
			9,750,969		\$72,904.18
MO (SPFD)	MAY '98	Local	6,084,757	0.0074	\$45,027.20
		EAS	342,627	0.016	\$5,482.03
			6,427,384		\$50,509.23
MO (SPFD)	APR '98	Local	7,153,675	0.0074	\$52,937.20
		EAS	328,684	0.016	\$5,258.94
			7,482,359		\$58,196.14
MO (SPFD)	MAR '98	Local	5,127,810	0.0074	\$37,945.79
		EAS	0	0.016	\$0.00
			5,127,810		\$37,945.79
MO (KSCY)	MAR '98	Local	5,076,387	0.0074	\$37,565.26
		EAS	0	0.016	\$0.00
			5,076,387		\$37,565.26
MO (SPFD)	FEB '98	Local	3,943,953	0.0074	\$29,185.25
		EAS	0	0.016	\$0.00
			3,943,953		\$29,185.25
MO (KSCY)	FEB '98	Local	4,161,887	0.0074	\$30,797.96
		EAS	0	0.016	\$0.00
			4,161,887		\$30,797.96
MO (SPFD)	JAN '98	Local	2,543,795	0.0074	\$18,824.08
		EAS	0	0.016	\$0.00
			2,543,795		\$18,824.08
MO (KSCY)	JAN '98	Local	3,498,184	0.0074	\$25,886.56
		EAS	0	0.016	\$0.00
			3,498,184		\$25,886.56
MO (SPFD)	DEC '97	Local	0	0.0074	\$0.00
		EAS	0	0.016	\$0.00
			0		\$0.00
MO (KSCY)	DEC '97	Local	2,749,375	0.0074	\$20,345.38
		EAS	0	0.016	\$0.00
			2,749,375		\$20,345.38
MO (SPFD)	NOV '97	Local	0	0.0074	\$0.00
		EAS	0	0.016	\$0.00
			0		\$0.00
MO (KSCY)	NOV '97	Local	2,183,886	0.0074	\$16,160.76
		EAS	0	0.016	\$0.00
			2,183,886		\$16,160.76

Attachment

BROOKS - MISSOURI
ISP DOLLARS WITHHELD AUG '97 - FEB '99

<u>STATE</u>	<u>Usage Month</u>	<u>TRAFFIC TYPE</u>	<u>SUSPECTED ISP MOU</u>	<u>RATE</u>	<u>TOTAL</u>
MO (SPFD)	OCT '97	Local	0	0.0074	\$0.00
		EAS	0	0.016	\$0.00
			0		\$0.00
MO (KSCY)	OCT '97	Local	0	0.0074	\$0.00
		EAS	0	0.016	\$0.00
			0		\$0.00
MO (SPFD)	SEPT '97	Local	0	0.0074	\$0.00
		EAS	0	0.016	\$0.00
			0		\$0.00
MO (KSCY)	SEPT '97	Local	0	0.0074	\$0.00
		EAS	0	0.016	\$0.00
			0		\$0.00
MO (SPFD)	AUG '97	Local	0	0.0074	\$0.00
		EAS	0	0.016	\$0.00
			0		\$0.00
MO (KSCY)	AUG '97	Local	0	0.0074	\$0.00
		EAS	0	0.016	\$0.00
			0		\$0.00
TOTAL			332,751,845		\$2,573,627.63