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March 13, 2000

Mr. Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge
Missouri Public Service Commission
P.O. Box 360
Jefferson City, MO 65102

RE: Case No. TO-2000-482

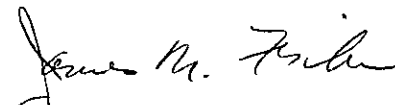
Dear Mr. Roberts:

Enclosed for filing in the above-referenced proceeding please find an original and fourteen copies of the "Response of ALLTEL Communications Services Corporation to Application of MITG to Participate Without Intervention, Suggestions Regarding Approval."

This filing has been mailed or hand-delivered this date to all counsel of record.

Thank you for your attention to this matter.

Sincerely yours,


James M. Fischer

Enclosures

cc: Counsel of Record

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MAR 13 2000 *mw*
Missouri Public
Service Commission

FILED

MAR 13 2000

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

Missouri Public
Service Commission

Application for Approval of Interconnection)
Agreement between Southwestern Bell Wireless,)
Inc. and ALLTEL Communications Services)
Corporation Under the Telecommunications)
Act of 1996)

Case No. TO-2000-482

**RESPONSE OF ALLTEL COMMUNICATIONS
SERVICES CORPORATION TO APPLICATION OF
MITG TO PARTICIPATE WITHOUT INTERVENTION,
SUGGESTIONS REGARDING APPROVAL**

Comes Now ALLTEL Communications Services Corporation ("ALLTEL"), by and through its counsel, and for its Response to the "Application of MITG To Participate Without Intervention, Suggestions Regarding Approval" ("Suggestions") filed herein on February 24, 2000, respectfully states as follows:

1. The subject Interconnection Agreement ("Agreement") is a multi-state agreement between ALLTEL and Southwestern Bell Wireless, Inc. ("SWBW"). For purposes of Missouri (as set forth in Paragraph 5, *infra*), it encompasses an agreement between ALLTEL Missouri, Inc. and SWBW, and has no impact on the MITG Companies.

2. In Paragraph (3) of the Suggestions, MITG states that this Agreement does not appear to be a mandatory interconnection agreement, but rather a voluntary agreement. MITG is correct, in that this is a voluntary negotiated agreement under 47 U.S.C. 252 which states:

(a) AGREEMENTS ARRIVED AT THROUGH NEGOTIATION

- (1) VOLUNTARY NEGOTIATIONS** – “Upon receiving a request for interconnection, services, or network elements pursuant to section 251, an incumbent local exchange carrier may negotiate and enter into a binding agreement with the requesting telecommunications carrier or carriers without regard to the standards set forth in subsections (b) and (c) of section 251. The agreement shall include a detailed schedule of itemized charges for interconnection and each service or network element included in the agreement. The agreement, including any interconnection agreement negotiated before the date of enactment of the Telecommunications Act of 1996, shall be submitted to the State commission under subsection (e) of this section.”

3. In Paragraph (4) of the Suggestions, MITG references Mo.P.S.C. Case No. TO-2000-407, alleging that the instant Agreement is similar in nature to the SWBW/TDS agreement addressed therein. Pursuant to 47 USC 252 (e), this Commission issued its “Order Approving Interconnection Agreement” in that docket on February 25, 2000, the day after MITG’s Suggestions were filed in this proceeding.

4. In Paragraph (5), MITG appears to be concerned that they might be compelled to enter into voluntary “termination” or “reciprocal compensation” agreements as the result of approval of the ALLTEL/SWBW agreement. This interconnection agreement involves traffic between the parties to the agreement, and it is not anticipated that this traffic will flow to any networks owned by the MITG and, therefore, is not an issue for them.

5. In Paragraph (7)(a), MITG is concerned that the agreement with SWBW is presented with ALLTEL Communications Services Corporation, rather than ALLTEL Missouri, Inc. As referenced earlier, the recital in the agreement states that this is a multi-state agreement between ALLTEL Communication Services Corporation and Southwestern Bell Wireless, Inc., for and on behalf of the affiliated local exchange

carriers identified in Attachment 1. Attachment 1 lists ALLTEL Missouri, Inc. as one of the carriers.

6. In Paragraph (7)(b), (c) & (d), MITG is concerned that no "Points of Interconnection" are listed; that traffic may be delivered to ALLTEL for transport and termination, or for delivery by ALLTEL to a third party provider; and, lack of procedures to provide CTUSR's to other LECs in the event that SWBW sends traffic to ALLTEL destined for the networks of other LECS.

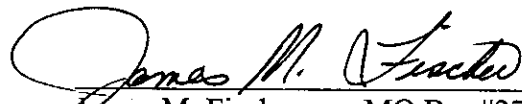

Attachment 2, Sections 1.4.1.1, 1.6.1, 2.1.1.1 & 2.1.2.1 all relate to direct interconnection. Section 2.1.5 refers to the instant connectivity with SWBW. ALLTEL and SWBW do not directly connect at this time. However, this agreement contemplates that such connectivity may, at some future date, become a reality. Thus, this agreement will be in place to handle both direct and indirect interconnection. At such time as direct connectivity is established, Attachment 2 will be amended to list those points of interconnection. Once again, at the present time this interconnection agreement is indirect only. When, and if, SWBW and ALLTEL establish direct interconnection, then ALLTEL will be responsible for producing CTUSR-like reporting for the "transiting" traffic.

7. In Paragraph (7)(e), MITG appears to be concerned over the negotiated factor of 5% for interMTA traffic. Either company can review and request a modification of that factor (See Section 3.2.2.). For administrative efficiencies, ALLTEL and SWBW chose to establish this factor as a settlement mechanism between the parties for this type of traffic, and this factor has no bearing on any other company's revenues or settlements. Accordingly, this will not affect the MITG companies in any way.

8. In response to Paragraph (7)(f), ALLTEL reiterates that the subject Agreement is a voluntary multi-state agreement, and the interMTA access charge referenced in Attachment 4 would be applicable in those state jurisdictions.

WHEREFORE, having addressed the concerns set forth in MITG's Suggestions, ALLTEL respectfully submits that MITG has not established any basis for granting the relief requested in its pleading regarding the provisional rejection of the Agreement or holding a hearing thereon, and prays that the Commission reject the Application of MITG to Participate Without Intervention in this proceeding and approve the Interconnection Agreement as filed.

Respectfully submitted,

 By 
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CERTIFICATE OF SERVICE

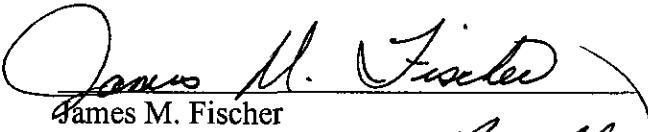
I do hereby certify that a true and correct copy of the foregoing document has been hand-delivered or mailed, First Class mail, postage prepaid, this 15th day of March, 2000, to:

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James M. Fischer
by: 