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August 26, 2002

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

Re: Case No. TC-2002-1077
- **Direct Testimony of Renee Reeter**
- **Green Hills Telephone Corporation**

FILED²
AUG 26 2002
Missouri Public
Service Commission

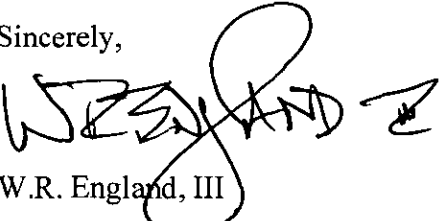
Dear Mr. Roberts:

Enclosed for filing please find an original and eight copies of the direct testimony of Renee Reeter on behalf of Green Hills Telephone Corporation.

Please note that Schedule No. 1 has been designated "highly confidential" because it contains information relating directly to specific customers and market specific information relating to services offered in competition with others. Accordingly, it is being provided in a separate envelope.

Please see that this filing is brought to the attention of the appropriate Commission personnel. If there are any questions regarding this filing, please give me a call. I thank you in advance for your attention to and cooperation in this matter.

Sincerely,


W.R. England, III

WRE/da
Enclosures
cc: Parties of Record

Exhibit No.:	
Issue:	Terminating Wireless Traffic
Witness:	Renee' Reeter
Type of Exhibit:	Direct Testimony
Sponsoring Party:	Green Hills Telephone Corporation
Case No.:	TC-2002-1077
Date:	August 26, 2002

CASE NO. TC-2002-1077

DIRECT TESTIMONY

OF

RENEE' REETER

ON

BEHALF OF

GREEN HILLS TELEPHONE CORPORATION

FILED²
AUG 26 2002

**Missouri Public
Service Commission**

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

BPS Telephone Company, et al.,

Petitioners,

v.

VoiceStream Wireless Corporation, et al.,

Respondents.

Case No. TC-2002-1077

County of CALDWELL)
State of MISSOURI)

AFFIDAVIT OF

Renee' Reeter

I, Renee' Reeter, being first duly sworn, deposes and says that he/she is the witness who sponsors the accompanying testimony entitled "Direct Testimony of Renee' Reeter"; that said testimony and schedules attached thereto was prepared by him/her and/or under his/her direction and supervision; that if inquiries were made as to the facts in said testimony and schedules, he/she would respond as therein set forth; and that the aforesaid testimony and schedules are true and correct to the best of his/her knowledge, information and belief.

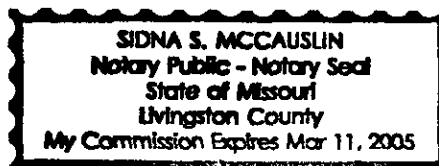
Renee' Reeter

Subscribed and sworn to before me this 22nd day of August, 2002.

Sidna S. McCauslin
Notary Public

My Commission expires:

March 11, 2005



DIRECT TESTIMONY

1 Q. Please state your name and business address.

2 A. Renee' Reeter, 7926 NE State Route M, Breckenridge, MO 64625.

3 Q. By whom are you employed and in what capacity?

4 A. Green Hills Telephone Corporation as Controller.

5 Q. Briefly describe the nature of your duties and responsibilities for Green Hills Telephone
6 Corporation.

7 A. I am the Manager in charge of the Accounting Staff and Business Office and Regulatory
8 issues.

9 Q. Are you authorized to testify on behalf of Green Hills Telephone Corporation?

10 A. Yes.

11 Q. Please briefly describe your education and work background.

12 A. I have a Bachelors Degree in Business Administration with a Major in Accounting. I
13 worked as Controller for a wholesale food distributor for ten years prior to Green Hills
14 Telephone Corporation where I have been the Controller for three years come October,
15 2002. Previous to that I worked for an accounting firm.

16 Q. Please briefly describe Green Hills Telephone Corporation and the nature of its
17 business.

18 A. Green Hills Telephone Corporation (hereinafter sometimes referred to as the
19 "Company") is a Missouri corporation with its principal office and place of business
20 located at Breckenridge, Missouri. A certificate of corporate good standing, issued by
21 the Missouri Secretary of State, is attached to the Complaint filed in Case No. TC-2002-
22 1077. Green Hills Telephone Corporation provides telephone service to approximately
23 3,950 subscribers that are located within the following Missouri exchanges: Cowgill,
24 Knoxville, Polo, Stet, Tina, Avalon, Breckenridge, Wheeling, Bogard, Ludlow, Dawn,
25 Mooresville and Lock Springs. The Company operates pursuant to a certificate of public

1 convenience and necessity issued by the Commission in its Case No. TA-88-47. Of
2 particular relevance to the instant complaint, Green Hills Telephone Company provides
3 basic local telecommunications services, exchange access services and wireless
4 termination services pursuant to tariffs on file with and approved by the Missouri Public
5 Service Commission (Commission) within its exchanges.

6 Q. What is the purpose of your testimony?

7 A. The purpose of my testimony is to support our Company's complaint against
8 VoiceStream Wireless Corporation (VoiceStream), Western Wireless Corporation
9 (Western) and Southwestern Bell Telephone Company (SWBT) for their failure to pay
10 terminating compensation on wireless originated traffic, which they are responsible for
11 causing to terminate in the exchanges served by our Company.

12 Q. Are there any pending actions or final unsatisfied judgments or decisions issued against
13 your Company from any state or federal agency or Court within three years of the date of
14 the filing of the instant Complaint which involved customer service or rates?

15 A. No.

16 Q. Are either your Company's annual report to the Commission or its assessment fee
17 overdue?

18 A. No.

19 Q. Please state your understanding of the nature of Respondents', VoiceStream and
20 Western, business.

21 A. It is my understanding that VoiceStream and Western are providers of commercial
22 mobile radio service (CMRS) (also known as wireless service) within the State of
23 Missouri. It is also my understanding that wireless customers of VoiceStream and
24 Western originate wireless calls, which are ultimately terminated to wireline customers
25 which are located in exchanges which our Company serves.

26 Q. What is your understanding of the nature of SWBT's business?

27 A. It is my understanding that SWBT is a telecommunications company providing basic

1 local telecommunications services, basic interexchange telecommunications services
2 and exchange access services in various parts of the state of Missouri. In addition,
3 SWBT offers what it calls a "transit" service to CMRS providers, such as VoiceStream
4 and Western, which allow those CMRS providers to terminate wireless-originated traffic
5 to exchanges served by our Company without directly connecting to our Company's
6 local network. It is also my understanding that SWBT provides these transit services or
7 facilities pursuant to either its intrastate wireless interconnection tariff or an
8 interconnection agreement entered into between SWBT and CMRS providers such as
9 VoiceStream and Western.

10 Q. How does wireless-originated traffic terminate to your Company's exchanges?

11 A. The wireless originated traffic is terminated to our exchanges over common trunk groups
12 owned by SWBT, which directly connect to the Company's facilities. SWBT commingles
13 this wireless originated traffic with other wireline interexchange (i.e., toll) traffic also
14 destined for termination to the Company's exchanges. Because all of this traffic comes
15 to us over a common trunk group, our Company is unable to distinguish the wireless-
16 originated traffic from other interexchange traffic that is terminated to us. We are also
17 unable to unilaterally prevent or block wireless-originated traffic from terminating to our
18 facilities even in those circumstances where wireless carriers refuse or otherwise fail to
19 pay for the terminating service which our Company provides.

20 Q. Please describe the terminating services which your Company provides.

21 A. After the traffic is delivered by SWBT to our facilities, it is transported over wire/cable
22 facilities, which we own, to our central office where the traffic is switched and directed to
23 the individual customers to whom the traffic is destined. In addition to the switch, we
24 own distribution facilities which carry the calls throughout our exchanges where it is
25 ultimately terminated over the cable pair or loop which serves each individual customer's
26 residence or place of business.

27 Q. How are you compensated for wireless-originated traffic which terminates to your

1 exchanges?

2 A. On February 19, 2001, the Missouri Commission approved, in its Case No. TT-2001-139
3 et al., a "wireless termination service tariff" which contains rates, terms and conditions
4 for the termination of intraMTA wireless-originated traffic delivered to our Company via
5 the transit services or facilities of an intermediate LEC such as SWBT. That tariff is
6 currently on file with and approved by the Commission and applies in the absence of an
7 agreement negotiated pursuant to the Telecommunications Act of 1996.

8 Q. Does VoiceStream or Western have an agreement with your Company to terminate or
9 otherwise exchange intraMTA traffic?

10 A. No.

11 Q. Are there other tariffs which may apply to this wireless-originated traffic?

12 A. Yes. To the extent that VoiceStream and Western terminate interMTA wireless traffic to
13 our Company, our intrastate access tariff would apply. Again, the rates, terms and
14 conditions of our access service are contained in tariffs, which are on file with and
15 approved by the Commission.

16 Q. How do you know that VoiceStream and Western have terminated wireless-originated
17 traffic to your exchanges?

18 A. Each month we receive from SWBT a cellular transiting usage summary report
19 (CTUSR), which identifies, by carrier, the CMRS providers who have transited wireless
20 originated traffic over SWBT's facilities for termination to our exchanges. The CTUSRs
21 we have received from SWBT since February 19, 2001 (when our wireless service tariff
22 became effective) indicate that VoiceStream and Western have terminated traffic to our
23 Company. The specific amounts of traffic are shown on the copies of CTUSRs which
24 are attached to this testimony as Schedule No. 1. These CTUSRs are for the period of
25 time February 5, 2001 through June 4, 2002, which is the most recent period for which
26 SWBT has hard copies of this information.

27 Q. Do the CTUSRs you receive from SWBT distinguish between interMTA and intraMTA

1 wireless originated traffic?

2 A. No. The CTUSRs we receive from SWBT just tells us, in total, for each month, the
3 amount of traffic a particular CMRS provider has terminated to our exchanges. These
4 reports do not distinguish between inter- and intraMTA traffic.

5 Q. Have VoiceStream and Western paid you for any of the traffic terminated to your
6 Company's exchanges?

7 A. No.

8 Q. Have you sent bills to VoiceStream and Western Wireless for this traffic?

9 A. Yes, we have sent bills to VoiceStream and Western Wireless for this traffic. For
10 purposes of those billings we have assumed that all traffic is intraMTA and applied our
11 wireless termination service tariff rate. If it could be determined that some of this traffic
12 is interMTA, we believe it would be appropriate to charge for this interMTA traffic based
13 on our intrastate access rates.

14 Q. What is the status of VoiceStream's and Western's payments with respect to your
15 Company?

16 A. As of the date of the filing of the Complaint, VoiceStream and Western have outstanding
17 and unpaid amounts as shown on Exhibits 15(HC) and 16(HC) attached thereto. These
18 amounts remain outstanding and unpaid and will increase as wireless traffic continues to
19 be terminated to our Company.

20 Q. Are other wireless carriers paying you for traffic they terminate to your Company?

21 A. Yes. Most, if not all, of the major wireless carriers that terminate traffic to us, as shown
22 by the CTUSRs, are paying for that traffic pursuant to our wireless termination service
23 tariff. VoiceStream and Western are the only major wireless carriers that I am aware of
24 that are not paying our wireless termination tariff rate for traffic they terminate to us.

25 Q. Prior to filing this complaint, did you attempt to resolve this dispute with Western?

26 A. Yes. Our counsel contacted representatives for VoiceStream and Western on several
27 occasions in an attempt to resolve this matter short of filing a complaint case. However,

1 those efforts were unsuccessful and, as a result, we were forced to file this Complaint.

2 Q. Do any of the amounts due and owing from VoiceStream and Western Wireless include
3 any late payment or other charges?

4 A. No. Although our tariff permits the imposition of late fees and the recovery of reasonable
5 attorneys fees in the event of nonpayment, I have not included those charges in the
6 amounts due and owing. As part of this Complaint, we are asking the Commission to
7 reaffirm the provisions of our tariff that would allow us to assess late payment fees on
8 these amounts as well as seek recovery of reasonable attorneys fees, which we have
9 incurred in pursuing these unpaid amounts.

10 Q. You have also filed a complaint against SWBT. Why are you including SWBT in this
11 Complaint?

12 A. SWBT is included in this Complaint because we believe they have some responsibility
13 for this traffic being terminated to us and for VoiceStream's and Western's failure to pay.
14 When the Commission approved SWBT's revision to its own wireless interconnection
15 tariff in Case No. TT-97-524, it did so with the specific condition that SWBT would
16 remain secondarily liable to third party LECs for traffic sent to them by wireless carriers
17 and for which they receive no payment. The specific language in the Commission's
18 order is as follows:

19
20 In the event a wireless carrier refuses to pay a third-party LEC for such
21 termination and the wireless carrier does not have a reciprocal
22 compensation agreement with the third-party LEC, SWBT will remain
23 secondarily liable to the third-party LEC for the termination of this traffic,
24 but will be entitled to indemnification from the wireless carrier upon
25 payment of the loss. *In the matter of SWBT's tariff filing to revise its*
26 *wireless carrier Interconnection Service Tariff*, PSC Mo. No. 40, Case No.
27 TT-97-524, Report & Order, December 23, 1997.
28

29 It is also our understanding that in SWBT's interconnection agreements with CMRS
30 providers, including the interconnection agreement with VoiceStream and Western, there
31 is a provision, which requires CMRS providers to enter into their own agreements with

1 third party providers, such as our Company, for traffic which they send through SWBT's
2 facilities for termination to that third party provider. In the event, however, that the
3 CMRS provider sends traffic through SWBT's transiting network to a third party provider
4 with whom the CMRS carrier does not have a traffic interexchange agreement, then the
5 CMRS provider has agreed to indemnify SWBT for any termination charges rendered by
6 a third party provider for such traffic. Accordingly, in this case where VoiceStream and
7 Western have knowingly sent traffic to our Company and have failed to establish an
8 agreement or pay for traffic they terminate to our Company pursuant to our approved
9 tariffs, we believe that it is appropriate to hold SWBT responsible for payment of such
10 terminating charges since 1) SWBT is responsible for the traffic being terminated to us in
11 contravention of its tariff or interconnection agreement with VoiceStream and Western
12 and 2) SWBT has a right of indemnification from VoiceStream and Western so that
13 SWBT would be reimbursed for any charges it is required to pay to us.

14 Q. Does that complete your direct testimony?

15 A. Yes, it does.

CASE NO. TC-2002-1077

Schedule No. 1

HIGHLY CONFIDENTIAL

Direct Testimony of Renee Reeter
on behalf of Green Hills Telephone Corporation

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