

FILED

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

OCT 6 2000

Missouri Public
Service Commission

APPLICATION FOR APPROVAL OF)
AMENDMENT NO. 1 TO THE AGREEMENT)
FOR INTERCONNECTION BETWEEN)
VERIZON WIRELESS MESSAGING)
SERVICES, LLC AND SOUTHWESTERN)
BELL TELEPHONE COMPANY)

Case No. 70-2001-234

IA 20010014

**APPLICATION FOR APPROVAL OF AMENDMENT NO. 1 TO THE AGREEMENT
FOR INTERCONNECTION BETWEEN VERIZON WIRELESS MESSAGING
SERVICES, LLC AND SOUTHWESTERN BELL TELEPHONE COMPANY
UNDER THE TELECOMMUNICATIONS ACT OF 1996**

COMES NOW Verizon Wireless Messaging Services, LLC ("VWMS") ("Applicant") and, by its attorneys, hereby files its Application for Approval of Amendment No. 1 to the Agreement for Interconnection ("Amendment") between VWMS and Southwestern Bell Telephone Company ("SWBT") under the Telecommunications Act of 1996 ("Telecommunications Act of 1996"). VWMS respectfully shows the Missouri Public Service Commission ("Commission") the following:

AGREEMENT FOR INTERCONNECTION REACHED

1. Applicant presents to this Commission for approval Amendment No. 1 to the Agreement for Interconnection by, between, and among, *inter alia*, VWMS and SWBT which was negotiated and executed pursuant to the terms of the Telecommunications Act of 1996 (Amendment, Attachment I). After extensive good faith negotiations between VWMS and SWBT, both VWMS and SWBT executed the Amendment on September 15, 2000. All matters between the parties have been successfully negotiated, and there are no outstanding issues

between VWMS and SWBT that need the assistance of mediation or arbitration by this Commission.

REQUEST FOR APPROVAL

2. VWMS hereby respectfully requests the Commission's approval of the Amendment, consistent with the provisions of the Telecommunications Act of 1996 and applicable Missouri law. VWMS submits that this Amendment and the parties' implementation of it comply fully with Section 252(e) of the Telecommunications Act of 1996 because the Amendment is consistent with the public interest, convenience and necessity and does not discriminate against any telecommunications carrier not a party to the Amendment.

3. VWMS respectfully requests that the Commission grant expeditious approval of this Amendment, without change, suspension or other delay in its implementation. This is a bilateral agreement, reached as a result of negotiations and compromise between the parties. SWBT will receive a copy of this Application.

STANDARD FOR REVIEW

4. The statutory standard of review for negotiated agreements is set forth in Section 252(e)(2)(A) of the Telecommunications Act of 1996 which provides as follows:

- (1) **APPROVAL REQUIRED.**—Any interconnection agreement adopted by negotiation or arbitration shall be submitted for approval to the State commission. A State commission to which an agreement is submitted shall approve or reject the agreement, with written findings as to any deficiencies.
- (2) **GROUND FOR REJECTION.**—The State commission may only reject —
 - (A) an agreement (or any portion thereof) adopted by negotiation under subsection (a) if it finds that —

- (i) the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or
- (ii) the implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity;

The attached verification of Scott Bell, Vice President, establishes that the Amendment submitted herein satisfies these standards (Affidavit, Attachment II).

MISSOURI LAW

5. The negotiated and executed Amendment is consistent with Missouri law.

CONCLUSION

WHEREFORE, for the reasons set forth above, VWMS respectfully requests that the Commission approve the Amendment expeditiously.

Respectfully submitted,

Verizon Wireless Messaging Services, LLC

OTTSEN, MAUZÉ, LEGGAT & BELZ, LC

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Messaging Services, LLC

ATTACHMENT I

AMENDMENT NO. 1
TO THE AGREEMENT FOR INTERCONNECTION
BY, BETWEEN AND AMONG
VERIZON WIRELESS MESSAGING SERVICES, LLC AND
YUMA, ARIZONA RSA LIMITED PARTNERSHIP
AND
SOUTHWESTERN BELL TELEPHONE COMPANY,
NEVADA BELL, AND THE SOUTHERN NEW ENGLAND
TELEPHONE COMPANY

THIS AMENDMENT NO. 1 ("Amendment"), dated September 15, 2000, is by, between and among Southwestern Bell Telephone Company, Nevada Bell, and The Southern New England Telephone Company (collectively "Telco") and Verizon Wireless Messaging Services, LLC and Yuma, Arizona RSA Limited Partnership (collectively "Carrier"). Telco and Carrier each are referred to as a "Party" to this Amendment and collectively are referred to as the "Parties" to this Amendment.

WHEREAS, Telco and Carrier are entering into an Agreement for Interconnection, of even date herewith ("Agreement"), to interconnect their respective networks in Texas, Kansas, Missouri, Nevada, and Connecticut (collectively "States");

WHEREAS, Carrier has provided Telco with certain confidential traffic studies, cost studies, and network information regarding Carrier's network in the States; and

WHEREAS, based upon such Carrier confidential traffic studies, cost studies, and network information, the Parties have agreed to amend the Agreement in certain aspects.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, the Parties, intending to be legally bound, hereby amend the Agreement as follows:

1. The following new Section 8.8.1 is added to Section 8.8 (Transit Traffic Percentage) of the Agreement at the end thereto:

Pursuant to the procedure established in Section 8.8 (Transit Traffic Percentage) hereof regarding the use of a State specific traffic study to establish the percentage of traffic exchanged hereunder deemed Transit Traffic, Carrier has provided Telco with certain confidential network traffic information relating to Carrier's network architecture, including, but not limited to, the delivery generally of Toll Free Services over separate facilities obtained by Carrier, the degree to which Carrier has established direct connections with other Telecommunications Carriers for Telco-to-Carrier Authorized Service traffic in the State, and the coverage and nature of Carrier's Authorized Services in the State. Based on such confidential network traffic information and certain other traffic related information otherwise known to Telco, the Parties agree that, notwithstanding the percentages set forth in Section 8.8 (Transit Traffic Percentage), the amount of traffic exchanged hereunder in each direction deemed to be Transit Traffic shall be for Connecticut - nine percent (9%), for Kansas - seventeen percent (17%), for Missouri - ten percent (10%), for Nevada - seventeen percent (17%), and for Texas - sixteen percent (16%), of the total amount of traffic exchanged hereunder between the Parties. If the Parties should elect to enter into Interconnection Arrangements in a State other than those listed in the preceding sentence, the Parties shall negotiate in good faith and mutually agree on the appropriate percentage of total traffic exchanged thereunder which shall be deemed to be Transit Traffic in such State based upon Carrier's routing of Toll Free Services traffic in the State, the degree to which Carrier has established direct connections with other Telecommunications Carriers for Authorized Services traffic in the State, the coverage and nature of Carrier's Authorized Services in the State, and other traffic related information otherwise known to Telco. The percentage of total traffic exchanged hereunder deemed to be Transit Traffic will remain in effect during the Initial Term of this Agreement.

2. The following new Section 9.3.1.1 is added to Section 9.3.1 of the Agreement at the end thereto:

Pursuant to the procedure established in Section 9.3.1 hereof regarding the use of State specific network engineering information, State specific InterMTA Traffic studies, and/or other support to establish the percentage of traffic exchanged hereunder deemed InterMTA Traffic, Carrier has provided Telco with certain confidential network traffic information relating to Carrier's network architecture, including, but not limited to, information regarding the degree to which Toll Free Services are delivered over separate Facilities obtained by Carrier, the degree to which Carrier has established direct connections with other Telecommunications Carriers for Telco-to-Carrier Authorized Service traffic in the State, and the coverage and nature of Carrier's Authorized Services in the State. Based on such confidential network traffic information and certain other

information otherwise known to Telco, the Parties agree that the percentage of traffic exchanged hereunder in each direction deemed to be InterMTA Traffic shall be zero percent (0%) of the total amount of traffic exchanged hereunder between the Parties. Notwithstanding Section 9.3.1 hereof, after the Initial Term hereof, the Parties may agree to conduct a study of the InterMTA Traffic and this Agreement shall be amended to include such new approximation of the amount of InterMTA Traffic exchanged hereunder derived from such study as of the date of such study; provided, however, that any such study shall only be conducted if the Parties can agree on an acceptable methodology that will yield an acceptable approximation of the actual amount of InterMTA Traffic actually exchanged hereunder; provided, further, that the Parties can conduct such a study no more frequently than once every twenty-four (24) months.

3. The following new Section 1.3.1 is added to Section 1.3 of the Appendix -- Pricing (Paging) for Connecticut, Kansas, Missouri, Nevada, and Texas at the end thereto:

Pursuant to the procedure established in Section 1.3 of Appendix -- Pricing (Paging) hereof regarding the use of a State specific network engineering information together with a confidential forward-looking, long run incremental cost study performed by Carrier and Carrier's costs experts, to establish the compensation rate for the transport and termination of Local Calls, Carrier has provided Telco with certain confidential network information together with a confidential forward-looking, long run incremental cost study performed by Carrier and Carrier's cost experts. Telco and Telco's experts have reviewed such confidential network information together with the confidential forward-looking, long run incremental cost study performed by Carrier and Carrier's experts. Based on Carrier's representations that it can and does record the actual amount of Telco-to-Carrier traffic, the confidential specific network architecture, network equipment, and other costs of both Parties' networks, as reflected in information provided by Carrier to Telco, Telco's review of the foregoing, as well as other transport and termination cost related information otherwise known to Telco, the Parties have agreed that the compensation rate for transport and termination of Local Calls using Type 1 or Type 2A interfaces terminated by either Party shall be \$.005 per Conversation MOU and the following Transiting Service charges shall continue to apply for all Transit Traffic: Missouri - \$.0003 per Conversation MOU; Kansas - \$.002363 per Conversation MOU; Texas - \$.000947 per Conversation MOU; Nevada - \$.006 per Conversation MOU; and Connecticut - \$.009 per Conversation MOU.

4. Except as expressly and specifically modified herein, the Agreement shall remain unmodified.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives.

Southwestern Bell Telephone
Company, Nevada Bell, The Southern New
England Telephone Company

Verizon Wireless Messaging Services, LLC

By SBC Telecommunications, Inc.
their authorized agent

By: [Signature]

Its: f **President-Industry Markets**

Date: 9-15-00

By: [Signature]

Its: President

Date: 9-15-00

Yuma, Arizona RSA Limited Partnership
d/b/a Verizon Wireless

By: AT Arizona II, LLC
Its general partner

By: [Signature]

Its: Vice President

Date: 9-15-00

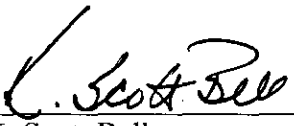
LEGAL REVIEW COMPLETE
BY: [Signature]

ATTACHMENT II

VERIFICATION

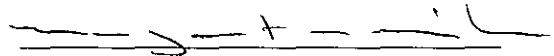
STATE OF TEXAS)
)
COUNTY OF DALLAS)

I, K. Scott Bell, hereby verify and affirm that I am authorized to make this verification on behalf of Verizon Wireless Messaging Services, LLC, that I have read the foregoing Application of Verizon Wireless Messaging Services, LLC, and that the statements contained therein are true and correct to the best of my information and belief.



K. Scott Bell
Vice President

Subscribed and sworn to before me this 3rd day of October, 2000.



Notary Public

My Commission Expires: 06-08-03



CERTIFICATE OF SERVICE

I hereby certify that on October 5, 2000, copies of the above were mailed, by United States mail, postage prepaid, addressed to the following:

Office of Public Counsel
P.O. Box 7800
Jefferson City, Missouri 65102

Mr. Paul G. Lane
Southwestern Bell Telephone Company
One Bell Center, Room 3520
St. Louis, Missouri 63101

James F. Mauzé, Esq.
James F. Mauzé, Esq.