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**February 24, 2000**

**Mr. Dale Hardy Roberts  
Chief Administrative Law Judge  
Public Service Commission  
P.O. Box 360  
Jefferson City, MO 65102**

**Re: Case No.: <sup>70</sup>~~15~~-2000-482**

**FILED**

**FEB 24 2000**


**Missouri Public  
Service Commission**

**Dear Mr. Roberts:**

Enclosed please find original and 15 copies the MITG's Application to Participate Without Intervention and Suggestions Regarding Approval of the agreement. A copy of this letter and a copy of the enclosed has been served upon all attorneys of record.

Thank you for seeing this filed.

Sincerely,

  
Craig S. Johnson

CSJ/ksw  
enclosure

cc: Jeanne Fischer  
General Counsel  
Michael Dandino

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BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI

FILED

FEB 24 2000

Missouri Public  
Service Commission

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

Case No. TO-2000-482

**APPLICATION OF MTIG TO PARTICIPATE  
WITHOUT INTERVENTION, SUGGESTIONS  
REGARDING APPROVAL**

Comes Now the Missouri Independent Telephone Group (MITG), consisting of MoKan Dial, Inc., Choctaw Telephone, Alma Telephone Co., NE Missouri Rural Telephone Company, Modern Telecommunications, Chariton Valley Telephone Corp., and Mid-Missouri Telephone companies, pursuant to the Commission's February 9, 2000 Order Directing Notice, and hereby submits this Application To Participate Without Intervention and Suggestions Regarding the Approval of the Agreement between SWBWireless and the Alltel Communications Services Corporation.

In support of this application and as suggestions, the MITG sets forth the following:

1. The MITG is interested in the determinations of what type of agreements constitute "mandatory" interconnection agreements under 47 USC 251(c)(2), for which ILECs are subjected to binding arbitration under 47 USC 252. These interconnection agreements are required to be submitted to the Missouri Commission pursuant to 47 USC 252 (e).

2. The MITG is interested in the determinations of what type of agreements constitute "voluntary" agreements under 47 USC 252 (a) (1) as they are entered into "without regard to the standards set forth in subsections (b) and (c) of section 251". These "voluntary agreements are also to be submitted to the Commission for approval of the Commission pursuant to 47 USC 252(e).

3. The Agreement under consideration in this docket does not appear to be a mandatory interconnection agreement, but rather a voluntary agreement entered into without regard to the standards set forth in 47 USC 251(b) and (c).

4. In TO-2000-407, the Commission in a January 13, 2000 Order Directing Filing, and in a January 26, 2000 Order Directing Notice, expressed a concern as to whether a voluntary agreement between TDS and SWBW constituted an interconnection agreement subject to Commission approval under 47 USC 252(e). In that case the Commission was concerned because there was language in the TDS/SWBW agreement indicating it was not an interconnection agreement for purposes of 47 USC 251(c). The instant agreement between SWBW and Alltel Communications Services Corp. is similar in nature to the SWBW/TDS agreement.

5. The MITG as a group of ILECs is interested in maintaining the distinction between voluntary "termination" agreements, and true interconnection agreements *applying* the standards of 251 (b) and (c). It is the interpretation of the MITG that ILECs can voluntarily enter into indirect or transiting termination agreements that fail to apply the 251(c)(2) standard for a direct physical interconnection between the requesting carrier and the ILEC. It is the interpretation of the MITG than ILECs cannot be compelled to enter into voluntary "termination" or "reciprocal compensation" agreements where the

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traffic of the requesting carrier is transited via a third party's direct interconnection with the ILEC, as these agreements do not apply the standards of 251 (b) and (c).

6. Copies of all correspondence and filings in this docket should be served upon the MITG by mailing or faxing them to:

Craig S. Johnson  
MO Bar#28179  
305 E. McCarty Street  
P.O. Box 1438  
Jefferson City, MO 65102  
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ATTORNEYS FOR MITG

7. Applying the correct interpretation of law to the SWBW/Alltel interconnection agreement, the MITG opposes its approval as a mandatory 251(c) interconnection agreement on the following grounds:

a. Alltel Communications Corporation is not an incumbent LEC in Missouri, and approval of the agreement should be pursued in the name of Alltel Missouri, Inc.;

b. Attachment 2, "Network Interconnection Architecture", at section 1.4.1.1, section 1.6.1, section 2.1.1.1, and section 2.1.2.1 all specify the points of interconnection between Alltel and SWBW as those locations listed in Attachment 5, "Points of Interconnection". Attachment 5, which has been executed by both parties, lists no interconnection points whatsoever. It is apparent that this is not a direct physical interconnection agreement which applies the standards of 251(c). 251(c)(2) requires "an interconnection with the LEC (Alltel) at a technically feasible point within the carrier's (Alltel's) network", which this agreement lacks.

c. Other language in Attachment 2 indicate that this agreement is not an agreement applying 251(c)(2). Section 1.4.1 refers to SWBW passing traffic to Alltel for transport and termination by Alltel on its network *or for transport to a third party provider*. Section 2.0 refers to the transmission and routing by the parties of local traffic and *transiting traffic*. Section 2.1.1.1 refers to SWBW delivering traffic to Alltel for transport and termination *or for delivery by Alltel to a third party provider*. Likewise, section 2.1.2.2 references Alltel's option to hand SWBW traffic to an third party facilities:

Although the agreement may call such third party delivered traffic as constituting "transport", this nomenclature does not apply the standards of 251(b)(5) regarding reciprocal compensation for the mutual transport and termination of traffic. Under the Act, the term "transport" is limited to traffic exchanged between the two carriers. See 47 CFR 51.701(c), 47 USC 252 (d)(2);

d. Section 2.1.3 of Attachment 2, entitled "Traffic to Third Party Providers", indicates either SWBW or Alltel may send to the other traffic destined for third party providers. Additional language indicates neither will block such traffic. Finally, this section specifies that if SWBW sends traffic through Alltel's network to an third party with whom SWBW has no traffic interchange agreement, SWBW agrees to indemnify Alltel for any charges rendered by a third party. This provision is similar in nature to that adopted by the Commission in approving SWBTelephone Companies wireless interconnection tariff, and several interconnection agreements. However, one extremely important ingredient is missing. Although the MITG is unsure of where and how SWBW could send traffic to Alltel destined for the networks of other LECs, if this does occur Alltel should be required to provide CTUSR's to the other LECs, as SWB Telephone Company was ordered to do. Absent such a requirement, the agreement would discriminate against non-party LECs, and would be contrary to the public interest in providing suitable billing records to every carrier of whose network is used by another carrier. 47 USC 252 (e) (2). There is a heightened level of concern with respect to Alltel in view of its temporary authority to lease the FGC signalling network to all interexchange carriers, which this Commission granted to Alltel by its October 19, 1999 Order in TT-2000-268;

e. Attachment 3 to the agreement regarding Billing and Compensation indicates that reciprocal compensation shall not apply to interMTA traffic, or traffic which neither originates nor termination on either party's network, and that access will be applied for interMTA calls and traffic handled by IXCs. Referencing Attachment 4, Pricing, the schedules there indicate a factor for interMTA traffic of 5 %, presumably of total traffic. This factoring process is unacceptable to the MITG, and any reporting of traffic destined for the exchanges of LECs which are not parties to the agreement should be based upon true and actual recordings of traffic volumes, not factored traffic volumes.

f. Attachment 4 also indicates that for originating and terminating interMTA traffic, Alltel's interMTA access charge will be 5 cents per minute. ILEC Alltel's current originating access charge in Missouri is believed to be higher than 5 cents per minute. The MITG does not believe it appropriate for an agreement to provide for access at other than current lawful tariffed access rates.

8. The only objections the MITG has to approval of the agreement as a § 252 (a) "voluntary" agreement are those set forth in 7(e) and 7 (f) above.

WHEREFORE the MITG respectfully requests that it be allowed to participate without intervention in this proceeding, that the foregoing suggestions be accepted by the Commission, that the Commission consider the agreement as a voluntary 47 USC 252(a) agreement not applying the standards of 47 USC 251 (b) and (c), and that the Commission enter its Order rejecting said Agreement until the concerns set forth in paragraphs 7 (e) and 7 (f) herein have been addressed, and to hold a hearing to the extent necessary to address these concerns.

ANDERECK, EVANS, MILNE,  
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By 

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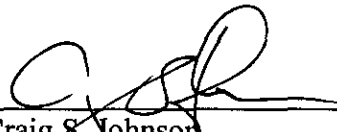
## CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true copy of the foregoing documents has been mailed via first class, postage prepaid this 24 day of February, 2000, to

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Southwestern Bell Wireless, Inc.  
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