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July 17, 2002

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

FILED²

JUL 17 2002

Re: Consolidated Case No. TC-2002-57

Missouri Public
Service Commission

Dear Secretary:

Enclosed for filing please find an original and eight (8) copies each of Petitioner's Motion Requesting Commission Take Official Notice of Documents in the above cited case. A copy has been sent to all attorneys of record listed below.

Thank you for seeing this filed.

Sincerely,

Lisa Cole Chase

LCC:sw

Enc.

cc: MITG Managers
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BEFORE THE PUBLIC SERVICE COMMISSION
STATE OF MISSOURI

FILED²

JUL 17 2002

Missouri Public
Service Commission

Northeast Missouri Rural Telephone Company)
And Modern Telecommunications Company, et al.)
)
Petitioners,)
)
vs.)
)
Southwestern Bell Telephone Company,)
Southwestern Bell Wireless (Cingular),)
Voice Stream Wireless (Western Wireless))
Aerial Communications, Inc., CMT Partners,)
(Verizon Wireless), Sprint Spectrum, LP,)
United States Cellular Corp., and Ameritech)
Mobile Communications, Inc., et al.)
)
Respondents.)

Case No. TC-2002-57
Case No. TC-2002-113
Case No. TC-2002-114
Case No. TC-2002-167
Case No. TC-2002-181
Case No. TC-2002-182
Consolidated

**PETITIONER'S MOTION REQUESTING COMMISSION TAKE OFFICIAL NOTICE
OF DOCUMENTS**

COMES NOW Petitioners, Mid-Missouri Telephone Company, Alma Telephone Company, Northeast Missouri Rural Telephone Company, Modern Telecommunications Company, MoKan Dial, Inc., Choctaw Telephone Company, and Chariton Valley Telephone Company, ("MITG Companies") and pursuant to § 536.070(6) RSMo and 4 CSR 240-2.130(2), hereby request the Missouri Public Service Commission ("Commission") to take official notice of the referenced portions of the following interconnection agreement, and the Commission order approving same:

1. The interconnection agreement between Southwestern Bell Telephone Company and Ameritech Mobile Communications, Inc., which was submitted for approval pursuant to §

252(e)(1) of the Telecommunications Act of 1996, 47 U.S.C. § 252(e)(1), and was approved by the Commission pursuant to § 252(e)(1) of the Act in case TO-97-523 on August 27, 1997.

2. After approval by the Commission, the interconnection agreement was duly filed with the Commission pursuant to 4 CSR 240-30.010. Upon filing, this interconnection agreement became a part of the law of the State of Missouri pursuant to § 392.220.1 RSMo. *Central Controls Co., Inc. v. AT & T Information Systems, Inc.*, 746 S.W.2d 150, 153 (Mo. App. E.D. 1988) (“*Central Controls*”).

3. Pursuant to §536.070(6) RSMo, an agency “shall take official notice of all matters of which the courts take judicial notice.” As the interconnection agreement is recognized as part of the law of Missouri, the Commission may take official notice of the interconnection agreement. *Central Controls*, 746 S.W.2d at 153.

4. This interconnection agreement is 50 or more pages in length. Producing the entire agreement as an exhibit, with the requisite number of copies, would be cumbersome and burdensome, as well as costly to reproduce. Petitioner’s recognize other parties may desire notice and use of other excerpts.

WHEREFORE Petitioners request that the Commission take official notice, for purposes of this proceeding, of the complete interconnection agreement cited above, and more specifically the attached Commission order in Case No. TO-97-523, which approved the interconnection agreement, and the following portions of said interconnection agreement: pages 1-5, 15-19, 40-42, and 46-52.

Respectfully Submitted,

**ANDERECK, EVANS, MILNE,
PEACE & JOHNSON, L.L.C.**

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ATTORNEYS FOR PETITIONERS

CERTIFICATE OF SERVICE

The undersigned does hereby certify that a true and accurate copy of the foregoing was mailed, via U.S. Mail, postage prepaid, this 17th day of July, 2002, to all attorneys of record in this proceeding.

Lisa Chase

Lisa Cole Chase Mo Bar No. 51502

TO-97-523

FILED

NOV 07 1997

MISSOURI
PUBLIC SERVICE COMMISSION

MISSOURI

**AGREEMENT FOR INTERCONNECTION
AND RECIPROCAL COMPENSATION**

by and between

AMERITECH MOBILE COMMUNICATIONS, INC.

and

SOUTHWESTERN BELL TELEPHONE COMPANY

000001

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the physical plant facility from its network to the appropriate point of interconnection within the serving wire center boundary of the end office in which the tandem, providing Type 2A Interconnection, is located, or within the serving wire center boundary of the end office providing Type 1 Interconnection.

3.1.3 Traffic To Third Party Providers

Carrier and SWBT shall compensate each other for traffic that transits their respective systems to any Third Party Provider, at rates as specified in Appendix PRICING. The Parties agree to enter into their own agreements with Third Party Providers. SWBT agrees that it will not block traffic involving Third Party Providers with whom Carrier has not reached an agreement. Carrier agrees not to send traffic to SWBT for termination on a Third Party Provider's network unless or until the Carrier has a traffic interchange agreement with the Third Party Provider. In the event that Carrier does send traffic through SWBT's network to a Third Party Provider with whom Carrier does not have a traffic interchange agreement, then Carrier agree to indemnify SWBT for any termination charges rendered by a Third Party Provider for such traffic.

When SWBT acts as the primary toll carrier for a secondary carrier, traffic which is originated by the secondary carrier, which SWBT delivers to Carrier, will be treated for reciprocal compensation purposes, as if it originated on SWBT's network. This arrangement will exist only so long as SWBT is a primary toll carrier.

3.2 **Reciprocal Compensation**

3.2.1 Rates

The Parties shall provide each other symmetrical, Reciprocal Compensation for the transport and termination of Local Traffic at the rates specified in Appendix PRICING. SWBT shall compensate Carrier for the transport and termination of Local Traffic originating on SWBT's network; Carrier shall compensate SWBT for the transport and termination of Local Traffic originating on Carrier's network. Compensation shall vary based on the method of interconnection used by the Parties, as specified in Appendix PRICING. Additional charges may also apply (on a non-symmetrical, non-reciprocal basis) as provided for in this Agreement. The Parties acknowledge that the rates set forth in Appendix PRICING are interim and shall be replaced by final rates as adopted by the Commission or the FCC based on final and unappealable costing rules adopted by the FCC, as further described below and in section 14.

3.2.2 True Up

The Parties recognize that rates, among other things, provided for under this Agreement may be affected by subsequent ruling of state or federal legislative bodies, courts, or regulatory agencies of competent jurisdiction. Accordingly, the Parties agree that in the event of such a final, non-appealable ruling, the Parties shall true up the Reciprocal Compensation provided for in this section once the ruling, decision or other mandate becomes effective, final and non-appealable (the "True Up Date"). In the event of such a ruling on rates from the Commission, true up shall provide each Party the level of compensation it would have received had the Commission-approved rates been in effect starting as of the Effective Date of this Agreement and ending on the True Up Date. The Parties shall complete true up 60 days after the True Up Date.

3.2.3 Exclusions

Reciprocal Compensation shall apply solely to the transport and termination of Local Traffic, and shall not apply to any other traffic or services, including without limitation:

3.2.3.1 interMTA traffic;

3.2.3.2 Transiting Traffic;

3.2.3.3 traffic which neither originates nor terminates on Carrier's network;

3.2.3.4 non-local traffic associated with any optional calling plans (e.g., Area Wide Calling Plan traffic); and

3.2.3.5 Paging Traffic.

3.2.4 Measuring Calls as Local Traffic

In order to measure whether traffic is Local Traffic for purposes of calculating Reciprocal Compensation, the Parties agree as follows. For SWBT, the origination or termination point of a call shall be the end office which serves, respectively, the calling or called party. For Carrier, the origination or termination point of a call shall be the cell site/base station which serves, respectively, the calling or called party at the time the call begins.

3.2.5 Conversation Time

For purposes of billing compensation for the interchange of local traffic, billed minutes will be based upon conversation time. Conversation time

will be determined from actual usage recordings. Conversation time begins when the terminating Party's network provides answer supervision and ends when the terminating Party's network provides or receives disconnect supervision.

3.3 Additional Compensation

In addition to any other charges specified in this Agreement, the following charges may be applicable as specified in this Agreement at the rates listed in Appendix PRICING. Charges listed are in addition to, not exclusive of, any other charges that may be applicable under this Agreement.

- 3.3.1 Transiting Charge: For Carrier originated Local Traffic that transits SWBT's network, Carrier shall compensate SWBT for passing such traffic to a Third Party Provider.
- 3.3.2 Facilities Charges: Each Party shall compensate the other (not on a reciprocal, symmetrical basis) for the use of the providing Party's facilities between Carrier and SWBT points of interconnection, in either direction, as the case may be.
- 3.3.3 Special Requests: All requests for (i) services covered by this Agreement for which facilities do not exist, (ii) facilities, equipment or technologies not, in the providing Party's sole discretion, necessary to fulfill a request under this Agreement, or (iii) services not specifically enumerated in the Agreement, shall be handled as a Special Request, as described in section 6.1.2.2. Special Requests may include, without limitation, requests for fiber, microwave, alternate routing, redundant facilities and other non-standard facilities or services.

3.4 Signaling

SWBT will provision Connecting Facilities using multi-frequency signaling; however, SWBT will provide Signaling System 7 ("SS7") at Carrier's request in order to allow out of band signaling in conjunction with the exchange of traffic between the Parties' respective networks. The Parties shall provide such service at the rates specified in Appendix PRICING. This rate is for the use of multiple STPs in the provisioning of mobile to land traffic or land to mobile traffic. Charges for STP Access Links and Port Terminations used to connect Carrier's MSC or STP (whichever is applicable) and SWBT's STP shall be shared by the Parties based on the percentage, as specified in Appendix PRICING and at rates specified in Section 23 of FCC Tariff No. 73.

4. TRANSMISSION AND ROUTING OF EXCHANGE ACCESS SERVICE PURSUANT TO SECTION 251(C)(2)

This Section 4 provides the terms and conditions for the exchange of traffic between Carrier's network and SWBT's network for switched access to/from IXCs, thus enabling Carrier end users to access (or be accessible to) IXCs for the transmission and routing of interMTA and interLATA calls.

4.1 General

4.1.1 Carrier may order Equal Access Trunks in order to provide for access to/from IXCs through SWBT's network. Equal Access Trunks shall be used solely for the transmission and routing of Exchange Access to allow Carrier's end users to access (or be accessible to) IXCs, and shall not be used by Carrier for any other purpose.

4.1.2 For as long as SWBT may require, Carrier shall provide SWBT the appropriate call data to allow SWBT to bill IXCs for Originating Access (as defined below). Such data shall be provided in a form mutually agreed to by the Parties. SWBT shall notify Carrier in writing when it no longer requires Carrier to provide such data.

4.2 Access Charges

4.2.1 When Applicable

Carrier shall pay SWBT Switched Access charges (including Carrier Common Line, Local Switching, and Transport) for any and all traffic which crosses an MTA boundary (as defined by the cell site/base station at which the call originates or terminates and the SWBT end user's serving wire center to which the call originates or terminates). Switched Access charges are specified in Appendix PRICING.

If traffic is handed from SWBT directly to an IXC, from Carrier to IXC via equal access trunks, or from an IXC directly to SWBT, access charges shall not apply to Carrier.

Both Parties recognize that legislative and regulatory activities may impact the rate, terms and conditions associated with Switched Access services. The Parties agree that any rate changes associated with Switched Access services will flow through to the InterMTA rates specified in Appendix PRICING.

4.2.2 InterMTA Factor

The Parties have agreed upon the interMTA factor specified in Appendix PRICING, which represents the percent of total minutes to be billed access

charges. Carrier represents that the factor is based on a reasonable traffic study conducted by Carrier, and shall make such study available to SWBT upon request. Six months after the effective date of this Agreement, and anytime thereafter upon request by either Party, but not more frequently than every six (6) months, the Carrier shall conduct a study to ensure the Parties are using an accurate interMTA factor.

4.2.3 Examples

Following are two examples of traffic for which Carrier shall be required to pay access charges. They are examples only and in no way shall be deemed limiting or exhaustive of the applicability of access charges under this Agreement.

4.2.3.1 When a SWBT end user calls a Carrier end user (a land to mobile call), SWBT delivers the call to Carrier, and Carrier transports the call across MTA boundaries (either directly or through an IXC), access charges shall apply to Carrier ("Originating Access"). If the call is handed to an IXC via an Equal Access Facility, Switched Access Transport charges apply to the IXC, as specified in Section 6 of the applicable interstate or intrastate Switched Access Tariffs, and no access charges are billed to the Carrier.

4.2.3.2 When a Carrier end user calls a SWBT end user (a mobile to land call), the call crosses MTA boundaries, and Carrier transports the call across MTA boundaries, access charges shall apply to Carrier ("Terminating Access").

5. TRANSMISSION AND ROUTING OF OTHER TYPES OF TRAFFIC

This Section 5 provides the terms for the exchange of 800/888 traffic, 911/E911 traffic, and Directory Assistance traffic from an end user on Carrier's network to SWBT's network.

5.1 800/888 Traffic

5.1.1 Carrier may order from SWBT Miscellaneous Facilities in order to deliver 800/888 Traffic from a Carrier end user to SWBT's network. Such Miscellaneous Facilities shall be used for the transmission and routing of 800/888 traffic to allow Carrier's end users to send calls to SWBT for completion to IXCs, LECs other than SWBT, or SWBT.

5.1.2 Charges for Miscellaneous Facilities are specified in Section 7 of the applicable interstate or intrastate Special Access Tariffs. Additional charges for services provided on Miscellaneous Facilities may also apply,

APPENDIX GSA

Cellular License Areas served by

AMERITECH MOBILE COMMUNICATIONS

<u>MSA/RSA</u>	<u>FCC MKT #</u>	<u>COUNTIES</u>
St. Louis	11	St. Louis, St. Charles, Franklin, Jefferson, St. Clair, Monroe, Madison, Clinton
Columbia	278	Boone
Missouri 7	510	Saline, Lafayette, Johnson, Pettis, Cooper, Howard
Missouri 8	511	Callaway, Warren, Montgomery, Lincoln
Missouri 10	513	Benton, Hickory, Camden, Dallas, Polk
Missouri 11	514	Moniteau, Morgan, Miller, Cole, Osage, Gasconade
Missouri 12	515	Maries, Phelps, Dent, Crawford, Pulaski
Missouri 18	521	Perry, Bollinger, Madison, Wayne, Cape Girardeau
Missouri 19	522	Stoddard, Scott, Butler, New Madrid, Pemiscot, Dunklin, Mississippi

MISSOURI

APPENDIX PRICING

1.0 Mobile to Land Interconnection Rates

Type 2A	Type 1	Type 2B	Transiting
\$.01	\$.01	\$.004	\$.004

2.0 Land to Mobile Interconnection Rates

All Interconnection Types	Transiting
\$.01	\$.004

3.0 Carrier facilities will be provided at rates, terms, and conditions developed on an individual case basis.

4.0 Shared Facility (1)(2)

4.1 Shared Facility Factor - Carrier	.75
4.2 Shared Facility Factor - SWBT	.25

5.0 Inter MTA Traffic (2)

5.1 Inter MTA Traffic Factor	.0286
5.2 Inter MTA Rates (to be paid to SWBT by Carrier on applicable Inter MTA calls)	
Land to Mobile (originating)	\$.023971
Mobile to Land (terminating)	\$.023971

- 1 These factors represent the percentage of the facility rate that each Party will pay for each shared connecting facility.
- 2 This is an interim factor agreed to by Carrier and SWBT. This factor is to be verified within six (6) months of the Effective Date of this Agreement.

APPENDIX DCO

This is the DCO Appendix.

This Appendix was created in Excel 5.0.

All Points of Interconnection (POIs) are listed in separate worksheets.

Appendix is available upon request as floppy diskette.

APPENDIX DCO

AMERITECH POIs

CLLI	LATA	MTA	ADDRESS
STLSMOYQ3MD	520	St. Louis	1710 Martin Luther King Dr., St. Louis, MO.
PRVLMOAD1MD	520	St. Louis	On Country Road 604, Perry County, MO.
DXTRMOAI1MD	520	St. Louis	On One Mile Road, Dexter, MO.
WARDMOAA1MD	520	St. Louis	On Highway 5, Wardell, MO.
PPBLMOAM1MD	520	St. Louis	On Roxie Rd, Popular Bluff, MO.
CRVCMOBR1MD	520	St. Louis	500 Maryville College Dr., Town & Country, MO.
HVTRMOAG1MD	520	St. Louis	Corner of McClay and Harvester Rd., St. Charles, MO.
SHRWMOAB1MD	520	St. Louis	7501 Watson Road, St. Louis, MO.
STLSMOYQ1MD	520	St. Louis	1710 Martin Luther King Dr., St. Louis, MO.
KRWDMOAU1MD	520	St. Louis	1945 West Woodbine Ave., Kirkwood, MO.
STLSMOZE3MD	520	St. Louis	11492 Dorsett, St. Louis, MO.
SDLIMOBH1MD	524	Kansas City	On Cloney Road, Sedalia, MO.
BNVLMOCE1MD	524	Kansas City	On Logans Lake Road, Booneville, MO.
MRSHMOAD1MD	524	Kansas City	On County Rd. 840, Marshall, MO.
CNCRMOAB1MD	524	Kansas City	On County Rd. 305, Concordia, MO.

**APPENDIX DCO
SWBT TANDEM POIS**

LATA/SECTOR	VCOORD	HCOORD	CLLI	TYPE
520 - SKESTON	7099	3220	SKSTMOCR04T	DMS100/200
520 - ST.LOUIS-JEFFERSON	6807	3490	STLSMO0501T	5ESS
520 - ST.LOUIS-LADUE	6818	3517	STLSMO2101T	5ESS
522 - SPRINGFIELD	7311	3833	SPFDMOTL02T	DMS200
524 - CHILLICOTHE	6820	4104	CHLCMOMI06T	DMS100/200
524 - KANSAS CITY	7049	4210	KSCYKSJO07T	DMS100/200
524 - KANSAS CITY	7207	4202	KSCYMO5503T	DMS100/200
524 - KIRKSVILLE	6674	3993	KKVLMOMO10T	DMS100/200
524 - MOBERLY	6817	3899	MBRLMOAM06T	5ESS
524 - ST.JOSEPH	6913	4301	STJSMODN03T	DMS100/200
526 - FAYETTEVILLE	7599	3872	FYVLARHI02T	DMS200
526 - FORT SMITH	7752	3855	FTSMARSU03T	DMS200
528 - JONESBORO	7388	3297	JNBOARMA02T	DMS100/200
528 - LITTLE ROCK	7721	3448	LTRKARFR02T	DMS200
530 - PINEBLUFF	7803	3358	PNBLARJE02T	DMS200
532 - DODGE CITY	7641	4958	DDCYKS0107T	DMS100/200
532 - HUTCHINSON	7453	4644	HTSNKS0207T	DMS100/200
532 - PARSONS	7422	4159	PRSSKSWA07T	DMS100/200
532 - WICHITA	7489	4520	WCHTKSBR07T	DMS200
534 - HAYS	7374	4932	HAYSKS1107T	DMS100/200
534 - SALINA	7275	4656	SALNKSTA07T	DMS100/200
534 - TOPEKA	7110	4379	TPKAKSJA07T	DMS100/200
536 - ALTUS	8230	4611	ALTSOKMA01T	5ESS
536 - ARDMORE	8180	4204	ARMROKMA01T	5ESS
536 - CLINTON	8030	4616	CLTNOKMA02T	DMS100/200
536 - DURANT	8165	4063	DRTNOKMA02T	DMS100/200
536 - ENID	7784	4507	ENIDOKMA02T	5ESS
536 - LAWTON	8176	4454	LWTNOKTB02T	DMS100/200
536 - OKLAHOMA CITY	7946	4372	OKCYOKCE13T	DMS200
538 - BARTLESVILLE	7589	4224	BRVLOKFE01T	DMS100/200
538 - TULSA	7708	4176	TULSOKTB03T	DMS100/200
540 - EL PASO	9231	5655	ELPSTXMA15T	DMS200
542 - MIDLAND	8934	4890	MDLDTXMU15T	DMS200
544 - LUBBOCK	8598	4962	LBCKTXPS15T	DMS100/200
546 - AMARILLO	8266	5075	AMRLTX0215T	DMS100/200
548 - WICHITA FALLS	8323	4412	WCFLTXNI04T	DMS100/200
550 - ABILENE	8698	4513	ABLNTXOR15T	DMS200
552 - DALLAS-RIVERSIDE	8437	4035	DLLSTXRI01T	5ESS
552 - DALLAS-TAYLOR	8432	4033	DLLSTXTA03T	4ESS
552 - FT. WORTH	8479	4123	FTWOTXED03T	DMS200
554 - LONGVIEW	8347	3661	LGVWTXPL03T	DMS200
556 - WACO	8705	3994	WACOTX0115T	DMS200
558 - AUSTIN	9004	3997	AUSTTXGR06T	DMS100/200
560 - HOUSTON	8947	3548	HSTNTX0801T	DMS200
560 - HOUSTON-JACKSON	8943	3540	HSTNTXJA04T	DMS200
560 - HUNTSVILLE	8758	3650	HNVITXHN02T	DMS100/200
560 - NACOGDOCHES	8618	3569	NCGDTXNC02T	DMS100/200
562 - BEAUMONT	8777	3344	BUMTTXTE03T	DMS100/200
564 - CORPUS CHRISTI	9477	3738	CRCHTXTU03T	DMS200

APPENDIX DCO
SWBT TANDEM POIs

566 - SAN ANTONIO	9225	4063	SNANTXCA03T	DMS200
568 - HARLINGEN	9819	3664	IHLNTHHG03T	DMS200

**APPENDIX DCO
SWBT MISSOURI EO POIs**

CLLI	EXCHANGE	EQ TYPE	LATA	V-COORD	H-COORD	STREET ADDRESS
BLSPMOCADS0	BLUE SPRINGS	DGTL/D100	524	7023	4148	300 S 15TH ST., BLUE SPRINGS, MO. 64015
CHFDMO52DSA	CHESTERFIELD	DGTL/5ES	520	6831	3545	16752 WILD HORSE CRK RD, CHFD, MO 63017
CHLCMOMIDS0	CHILLICOTHE	DGTL/D1/2	524	6820	4104	501 CHERRY, CHILLICOTHE, MO. 64601
CPGRMOEDDSA	CAPE GIRARDEAU	DGTL/5ES	520	7012	3252	800 BROADWAY, CAPE GIRARDEAU, MO 63701
CRTHMOFLDS0	CARTHAGE	DGTL/D100	522	7390	3993	225 W 6TH, CARTHAGE, MO 64836
ELDNMOEXDSA	ELDON	DGTL/5ES	520	7036	3825	104 S OAK, ELDON, MO 65026
FLRVMOGEDSA	FLAT RIVER	DGTL/5ES	520	6982	3458	222 W MAIN, FLAT RIVER, MO 63601
FNTNMO54DS0	FENTON	DGTL/5ES	520	6847	3508	200 MAIN, FENTON, MO 63026
FSTSMOYEDS0	FESTUS	DGTL/D100	520	6901	3474	120 N SECOND ST, FESTUS, MO 63028
HNBLMOACDSA	HANNIBAL	DGTL/D1/2	520	6688	3763	620 BROADWAY, HANNIBAL, MO 63041
HVTRMO67DSA	HVSTR HARVESTER	DGTL/D100	520	6816	3557	111 TOELLE, HARVESTER, MO 63303
JPLNMOMACG0	JOPLIN	1SPC/1AAP	522	7422	4018	8TH & PEARL, JOPLIN, MO. 64801
KKVLMOMODS0	KIRKSVILLE	DGTL/D1/2	524	6674	3993	216 E. WASHINGTON, KIRKSVILLE, MO. 63501
KSCYMO01DS0	KC BENTON	DGTL/5ES	524	7024	4195	1123 CLEVELAND, KANSAS CITY, MO. 64127
KSCYMO02CG0	KC HILAND	1SPC/1AAP	524	7044	4184	6213 HOLMES, KANSAS CITY, MO. 64110
KSCYMO04CG0	KC WABASH	1SPC/1AAP	524	7034	4193	3901 MONTGALL, KANSAS CITY, MO 64130
KSCYMO05CG0	KC WESTPORT	1SPC/1AAP	524	7036	4199	107 E. 39TH ST., KANSAS CITY, MO 64111
KSCYMO20DS0	KC NASHUA	DGTL/D100	524	6998	4215	100 E. BARRY ROAD, KANSAS CITY, MO 64155
KSCYMO21DS0	KC GLADSTONE	DGTL/5ES	524	7008	4205	5112 ANTIOCH, GLADSTONE, MISSOURI 64119
KSCYMO22CG0	KC INDEPENDENCE	1SPC/1AAP	524	7018	4177	215 N. SPRING, INDEPENDENCE, MO 64050
KSCYMO23DS0	KC PARKVILLE	DGTL/5ES	524	7008	4221	6407 N.W. ROANRIDGE, KC, MO 64152
KSCYMO24CG0	KC RAYTOWN	1SPC/1AAP	524	7036	4176	5828 MAYWOOD, RAYTOWN, MO 64133
KSCYMO25DS0	KC SOUTH	DGTL/5ES	524	7058	4178	5903 REDBRIDGE, KANSAS CITY, MO 64134
KSCYMO40DS0	KC BELTON	DGTL/5ES	524	7081	4170	612 WALNUT, BELTON, MO. 64012
KSCYMO41CG0	KC LEES SUMMIT	1SPC/1AAP	524	7050	4154	202 E. 3RD ST., LEES SUMMIT, MO. 64063
KSCYMO42DS0	KC LIBERTY	DGTL/5ES	524	6987	4190	140 N. GALLATIN, LIBERTY, MO 64068
KSCYMO44DS0	KC EAST INDEPEN	DGTL/5ES	524	7007	4168	GUDGELL & BUNDSCHUA, INDEP., MO. 64050
KSCYMO45DS0	KC SOUTH WILLOW	DGTL/5ES	524	7062	4188	11021 HOLMES, KANSAS CITY, MO. 64131
KSCYMO48DS0	KC INDEP SOUTH	DGTL/5ES	524	7027	4166	16880 E. 40 HWY, INDEP. MO. 64055
KSCYMO55DS0	KC MCGEE	DGTL/D1/2	524	7027	4202	1101 MCGEE, KANSAS CITY, MO. 64106
KSCYMO55DS1	KC MCGEE	DGTL/D100	524	7027	4202	1101 MCGEE, KANSAS CITY, MO. 64106
KSCYMO55DS3	KC MCGEE TDM	DGTL/5ES	524	7027	4202	1101 MCGEE, KANSAS CITY, MO. 64106
MBRLMOAMDS0	MOBERLY	DGTL/5ES	524	6817	3899	225 W. COATES, MOBERLY, MO 65270
MNCHMO59CG0	MANCHESTER	1SPC/1AAP	520	6839	3532	200 MANCHESTER RD, MANCHESTER, MO 63011
MXVLMO60DSA	MAXVILLE	DGTL/5ES	520	6858	3484	1679 BIG BILL RD, MAXVILLE, MO 63128
PPBLMOSUDSA	POPLAR BLUFF	DGTL/5ES	520	7185	3335	601 VINE, POPLAR BLUFF, MO 63901
SKSTMOGRDSA	SIKESTON	DGTL/D1/2	520	7099	3220	121 E CENTER, SIKESTON, MO 63801
SPFDMOMCDS0	SPFD MCDANIEL	DGTL/D100	522	7311	3834	510 E. MCDANIEL, SPRINGFIELD, MO. 65806
SPFDMOMCDS1	SPFD MCDANIEL	DGTL/5ES	522	7311	3834	510 E. MCDANIEL, SPRINGFIELD, MO. 65806

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APPENDIX DCO
SWBT MISSOURI EO POIs

SPFDMOTLDS0	SPDF TDM	DGTL/D1/2	522			600 ST LOUIS, SPRINGFIELD MO
SPFDMOTUDS0	SPFD TUXEDO	DGTL/D100	522	7321	3826	3028 S. FREMONT, SPRINGFIELD, MO. 65806
STCHMO63DSA	ST CHARLES	DGTL/D100	520	6798	3542	402 N THIRD, ST CHARLES, MO 63301
STJSMODNDS0	ST JOSEPH DWTN	DGTL/D1/2	524	6913	4301	320 N 10TH ST., ST JOSEPH, MO. 64501
STLSMO01DSA	STL CHESTNUT	DGTL/D100	520	6807	3483	1010 PINE, ST LOUIS, MO 63101
STLSMO01DSC	STL CHESTNUT	DGTL/D100	520	6807	3483	1010 PINE, ST LOUIS, MO 63101
STLSMO02CG0	STL EVERGREEN	1SPC/1AAP	520	6801	3500	3710 HAMILTON, ST LOUIS, MO 63120
STLSMO03CG0	STL FLANDERS	1SPC/1AAP	520	6823	3493	5410 JANUARY, ST LOUIS, MO 63019
STLSMO04CG0	STL FOREST	1SPC/1AAP	520	6808	3497	5189 DELMAR, ST LOUIS, MO 63130
STLSMO0501T	STL JEFFERSON	DGTL/5ES	520	6807	3490	3810 WASHINGTON, ST LOUIS, MO 63108
STLSMO05CG0	STL JEFFERSON	1SPC/1AAP	520	6807	3490	3810 WASHINGTON, ST LOUIS, MO 63108
STLSMO06CG0	STL MISSION	1SPC/1AAP	520	6819	3500	7216 LANHAM, ST LOUIS, MO 63143
STLSMO07CG0	STL PARKVIEW	1SPC/1AAP	520	6810	3502	6214 DELMAR, ST LOUIS, MO 63130
STLSMO07DSA	STL PARKVIEW	DGTL/D100	520	6810	3502	6214 DELMAR, ST LOUIS, MO 63130
STLSMO08CG0	STL PROSPECT	1SPC/1AAP	520	6814	3488	2317 S GRAND, ST LOUIS, MO 63104
STLSMO11DSA	STL MELROSE	DGTL/5ES	520	6829	3490	4325 WEBER RD, ST LOUIS, MO 63123
STLSMO20DSA	STL FERGUSON	DGTL/5ES	520	6792	3512	330 N FLORISSANT, FERGUSON, MO 63135
STLSMO2101T	STL LADUE	DGTL/5ES	520	6818	3517	135 N LINDBERGH, ST LOUIS, MO 63141
STLSMO21CG0	STL LADUE	1SPC/1AAP	520	6818	3517	135 N LINDBERGH, ST LOUIS, MO 63141
STLSMO21DS3	STL LADUE	DGTL/5ES	520	6818	3517	135 N LINDBERGH, ST LOUIS, MO 63141
STLSMO22CG0	STL MEHLVILLE	1SPC/1AAP	520	6842	3492	4321 LEMAY FERRY, MEHLVILLE, MO 63129
STLSMO23CG0	STL OVERLAND	1SPC/1AAP	520	6802	3517	3501 WOODSON RD, OVERLAND, MO 63114
STLSMO24CG0	STL RIVERVIEW	1SPC/1AAP	520	6787	3503	10024 DUKE DR, ST LOUIS, MO 63136
STLSMO25DSA	STL SAPPINGTON	DGTL/5ES	520	6839	3502	11640 GRAVOIS RD, SAPPINGTON, MO 63126
STLSMO26DSA	STL WEBSTER GR	DGTL/D100	520	6826	3505	5 W LOCKWOOD, WEBSTER GROVES, MO 63119
STLSMO27CG0	STL CREVE COEUR	1SPC/1AAP	520	6818	3532	12930 OLIVE ST RD, ST LOUIS, MO. 63141
STLSMO40CG0	STL FLORISSANT	1SPC/1AAP	520	6784	3518	707 ST JOSEPH, FLORISSANT, MO 63031
STLSMO41CG0	STL KIRKWOOD	1SPC/1AAP	520	6831	3511	115 WEST ADAMS, KIRKWOOD, MO 63122
STLSMO42CG0	STL BRDGTN WEST	1SPC/1AAP	520	6800	3530	12397 ST CHAS ROCK RD, BDGTN, MO 63044
STLSMO43CG0	STL BRDGTN HZLWD	1SPC/1AAP	520	6793	3524	505 MCDONNELL BLVD, BRIDGETON, MO 63042
STLSMO45DSA	STL SPANISH LAKE	DGTL/5ES	520	6777	3504	1971 PARKER RD, SPANISH LK, MO 63033
VYPKMO64DS0	VALLEY PARK	DGTL/5ES	520	6844	3521	324 FOREST, VALLEY PARK, MO 63088

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APPENDIX DCO
SWBT GRANDFATHERED MISSOURI EO POIS

CLLI	EXCHANGE	EQ TYPE	LATA	V-COORD	H-COORD	STREET ADDRESS
BNVLMOTUDS0	BOONVILLE	DGTL/D10	524	6926	3906	804 N. MAIN ST., BOONVILLE, MO. 65233
DRNGMOPLRSM	DEERING	RDGT/AXRS	520	7255	3194	HIGHWAY J, DEERING, MO 63840
DXTRMOMADS1	DEXTER	DGTL/D10	520	7145	3269	32 S LOCUST, DEXTER, MO 63846
FYTTMOCHDS0	FAYETTE	DGTL/D10	524	6887	3913	214 N. MAIN STREET, FAYETTE, MO. 65248
MRSHMOGADS0	MARSHALL	DGTL/AXE	524	6928	3990	210 E. ARROW ST., MARSHALL, MO. 65340
PRVLMOLIRSL	PERRYVILLE	RDGT/5RSM	520	6957	3345	119 W ST JOSEPH, PERRYVILLE, MO 63775
SDLIMOTADS0	SEDALIA	DGTL/AXE	524	7012	3957	220 E. 5TH ST., SEDALIA, MO. 65301
VINNMOGARS5	VIENNA	RDGT/AXRS	521	7023	3711	FOURTH ST, VIENNA, MO 65582

000002

If this Agreement is acceptable to Carrier and SWBT, both Parties will sign in the space provided below. This Agreement shall not bind Carrier and SWBT until executed by both parties.

Mark J. Eckhart
Sign:

Stephen M. Carter
Sign:

MARK J. ECKHART
Print Name:

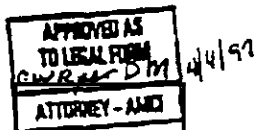
Stephen M. Carter
Print Name:

Asst. Market Manager
Position/Title
Ameritech Mobile Communications, Inc.

Vice President - General Manager
Position/Title
Southwestern Bell Telephone Company

4/7/97
Date:

April 9, 1997
Date:



STATE OF MISSOURI

PUBLIC SERVICE COMMISSION

At a Session of the Public Service
Commission held at its office
in Jefferson City on the 27th
day of August, 1997.

In the Matter of the Joint)
Application of Southwestern Bell)
Telephone Company and Ameritech)
Mobile Communications, Inc. for) CASE NO. TO-97-523
Approval of Interconnection)
Agreement under the Telecommuni-)
cations Act of 1996.)

ORDER APPROVING INTERCONNECTION AGREEMENT

Southwestern Bell Telephone Company (SWBT) and Ameritech Mobile Communications, Inc. (Ameritech), hereinafter jointly referred to as Applicants, filed a joint application on June 4, 1997, requesting that the Missouri Public Service Commission approve an interconnection agreement (Agreement) between SWBT and Ameritech. The application was filed pursuant to Section 252 (e) (1) of the Federal Telecommunications Act of 1996 (the Act). *See* 47 U.S.C. ' 251, *et seq.*

One joint application to participate was filed and, by order issued July 21, 1997, the Commission granted participation without

intervention to the Small Telephone Company Group, Fidelity Telephone Company and Bourbeuse Telephone Company, hereinafter referred to jointly as STCG.

Participants filed comments regarding the Agreement and the Commission Staff (Staff) filed its initial memorandum on August 14. The Commission conducted an on-the-record proceeding on August 22 where SWBT, Ameritech, Staff, and Office of the Public Counsel (Public Counsel) made presentations to the Commission regarding the Interconnection Agreement and answered Commission questions. Applicants filed an amendment by interlineation of the Agreement on August 22. Staff filed its subsequent memorandum on August 22 recommending approval of the agreement.

Findings of Fact

The Missouri Public Service Commission, having considered all of the competent and substantial evidence upon the whole record, makes the following findings of fact.

The Commission, under the provisions of Section 252 (e) of the federal Telecommunications Act of 1996, has authority to approve an interconnection agreement negotiated between an incumbent local exchange company (LEC) and a new provider of basic local exchange service. The Commission may reject an interconnection agreement only if the agreement discriminates against a telecommunications carrier not a party to the agreement or is inconsistent with the public interest, convenience and necessity:

'252(e) APPROVAL BY STATE COMMISSION

(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) GROUNDS 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;

Applicants stated in their verified application that the Agreement complies with Section 252 (e) of the Federal Act because the Agreement is consistent with the public interest, convenience and necessity and does not discriminate against any telecommunications carrier. The interconnection Agreement between SWBT and Ameritech is to become effective upon final approval by the Commission. The term of the contract is one year from the effective date; thereafter the Agreement remains in effect until one of the parties gives 60-day notice of termination.

The Agreement provides for interconnection of the two companies' networks at technically feasible points listed in Appendix DCO attached to the Agreement. Each company may provide its own facilities and transport for the delivery of traffic from its network to the other company's network. Alternatively, each company may purchase an entrance facility and transport from the other company or from a third party. Ameritech and SWBT may request virtual collocation from each other at the rates, terms and conditions specified in SWBT's tariff on file with the Federal Communications Commission, FCC No. 73, Section 25, and physical collocation as specified in applicable tariffs or as agreed to on an individual basis. Alternatively, Ameritech may collocate at a SWBT facility with a third party with whom SWBT has already contracted for collocation. SWBT may also collocate at an AWS facility in the same manner. The Agreement provides that Ameritech may request SONET-based interconnection pursuant to SWBT's tariff as contained in FCC No. 73, Section 30. SWBT may request SONET-based interconnection under terms and conditions mutually agreed upon by the parties.

The Agreement states Ameritech and SWBT shall continue to handle E911/911 as they have previously and shall work together to meet any and all applicable legal requirements, including SWBT tariffs, and rules and regulations of the FCC. Ameritech and SWBT acknowledge and agree that as applicable requirements are implemented, additional charges for E911/911 traffic may apply and shall in no way delay implementation.

The Agreement provides that Ameritech and SWBT shall compensate each other for traffic to any third party provider at the rates specified in the appendix to the Agreement. The Agreement further states that Ameritech agrees not to send traffic to SWBT for termination on a third party provider's network unless or until Ameritech has a traffic exchange agreement with the third party. In the event that traffic is sent through SWBT's network to a third

the agreement; or

(ii) the implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity;

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Commission=s offices. Second, the Act mandates that the Commission approve any changes or modifications to the Interconnection Agreement. To fulfill these objectives, the companies must have a complete and current interconnection agreement in the Commission=s offices at all times, and all changes and modifications must be timely filed with the Commission for approval. This includes any changes or modifications which are arrived at through the arbitration procedures provided for in the agreement.

To enable the Commission to maintain a complete record of any changes and modifications, the Commission will request SWBT and Ameritech to provide Staff with a copy of the interconnection Agreement with the pages numbered consecutively in the lower right-hand corner. The Commission will then keep this case open for the filing by SWBT and Ameritech of any modifications or changes to the Agreement. These changes or modifications will be substituted in the Agreement, which should contain in the lower right, the number of the page being replaced. Commission Staff will then date-stamp the pages when they are inserted into the Agreement. The official record of what changes or modifications have occurred will be the Commission=s case file.

The Commission does not intend that a full proceeding will occur every time a change or modification is agreed to by the parties. Where the change or modification has been previously approved by the Commission in another agreement, Staff need only verify that the changes are contained in another agreement and file a memorandum to that effect. Such changes will then be approved. Where the changes or modifications are not contained in another agreement, Staff will file a memorandum concerning the change or modification and present its recommendation. The Commission, if necessary, will permit responses and then rule on the pleadings unless it determines a hearing is necessary.

The Commission finds that the negotiated Agreement, as proposed by the parties herein, does not discriminate against any telecommunications carrier not a party to the Agreement. The Commission also finds no provisions of the Agreement which are inconsistent with the public interest, convenience and necessity.

Conclusions of Law

The Missouri Public Service Commission has arrived at the following conclusions of law.

The Commission, under the provisions of Section 252 of the Telecommunications Act of 1996, is required to review negotiated interconnection agreements, and may only reject an agreement upon a finding that its implementation would be discriminatory to a non-party or inconsistent with the public interest, convenience and necessity. Based upon its review of the interconnection Agreement between SWBT and Ameritech and its findings of fact, the Commission concludes that the Agreement is neither discriminatory nor inconsistent with the public interest and should be approved.

IT IS THEREFORE ORDERED:

1. That the interconnection agreement between Southwestern Bell Telephone Company and Ameritech Mobile Communications, Inc. filed on June 4, 1997, and amended on August 22, 1997, is approved.
2. That Southwestern Bell Telephone Company and Ameritech Mobile Communications, Inc. file a copy of this agreement with the Staff of the Missouri Public Service Commission, with the pages numbered seriatim in the lower right-hand corner.
3. That any changes or modifications to this agreement shall be filed with the Commission for approval.
4. That the Commission, by approving this agreement, makes no finding as to whether Southwestern Bell Telephone Company has fulfilled the requirements of Section 271 of the Telecommunications Act of 1996, including the competitive checklist of any of the fourteen items listed in Section ' 271(c)92) (B).
5. That this Report And Order shall become effective on August 27, 1997.

BY THE COMMISSION

Cecil I. Wright

Executive Secretary

(S E A L)

Lumpe, Ch., Crumpton, Murray,
and Drainer, CC., concur.

ALJ: George