

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

ATTORNEYS AT LAW

EUGENE E. ANDERECK

TERRY M. EVANS

ERWIN L. MILNE

JACK PEACE

CRAIG S. JOHNSON

RODRIC A. WIDGER

GEORGE M. JOHNSON

BEVERLY J. FIGG

WILLIAM S. LEWIS

VICTOR S. SCOTT

COREY K. HERRON

700 EAST CAPITOL AVENUE

COL. DARWIN MARMADUKE HOUSE

P.O. BOX 1438

JEFFERSON CITY, MISSOURI 65102-1438

TELEPHONE 573-634-3422

FAX 573-634-7822

LANETTE R. GOOCH

SHAWN BATTAGLER

ROB TROWBRIDGE

JOSEPH M. PAGE

LISA C. CHASE

DEIDRE D. JEWEL

JUDITH E. KOEHLER

ANDREW J. SPORLEDER

OF COUNSEL

MARVIN J. SHARP

PATRICK A. BAUMHOER

GREGORY C. STOCKARD (1904-1993)

PHIL HAUCK (1924-1991)

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

Dear Secretary:

**Missouri Public
Service Commission**

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
PSC General Counsel
Office of Public Counsel
Paul S. DeFord
Leo J. Bub
Lisa Creighton Hendricks

Monica Barone
Larry W. Dority
Richard S. Brownlee, III
James F. Mauze/Thomas E. Pulliam
Joseph D. Murphy
Mark P. Johnson

Trenton Office
9th And Washington
Trenton, Missouri 64683
660-359-2244
Fax 660-359-2116

Springfield Office
1111 S. Glenstone
P.O. Box 4929
Springfield, Missouri 65808
417-864-6401
Fax 417-864-4967

Princeton Office
207 North Washington
Princeton, Missouri 64673
660-748-2244
Fax 660-748-4405

Smithville Office
119 E. Main Street
P.O. Box. 654
Smithville, Missouri 64089
816-532-3895
Fax 816-532-3899

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 ALLTEL 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-2002-355 on March 15, 2002.

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 over 100 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-2002-355, which approved the interconnection agreement, and the following portions of said interconnection agreement: pages 1-3, 16-20, 26-27, 60, and 102-103.

Respectfully Submitted,

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

By *Lisa Chase*

Craig S. Johnson MO Bar No. 28179

Lisa Cole Chase MO Bar No. 51502

The Col. Darwin Marmaduke House

700 East Capitol

P.O. Box 1438

Jefferson City, MO 65102

Telephone: (573) 634-3422

Facsimile: (573) 634-7822

Email: Cjohnson@AEMPB.com

Email: lisachase@AEMPB.com

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-2002-355

CELLULAR/PCS INTERCONNECTION AGREEMENT

by and between

ALLTEL COMMUNICATIONS, INC.

and

**THE OHIO BELL TELEPHONE COMPANY
AND
SOUTHWESTERN BELL TELEPHONE COMPANY**

FILED³

JAN 22 2002

**Missouri Public
Service Commission**

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5.4.5 If a Trunk Group is under seventy-five percent (75%) of busy hour centum call seconds (ccs) capacity on a monthly average basis for each month of any consecutive six (6) month period, either Party may contact the other to discuss resizing the Trunk Group. Neither Party will unreasonably refuse a request to resize the Trunk Group.

5.4.6 Each Party shall provide the other with a specific point of contact for planning, forecasting, and Trunk servicing purposes.

6. TRUNK FORECASTING

6.1 To permit orderly growth and network management, Carrier shall forecast the volume of traffic of each Trunk associated with each POI. Carrier forecast information must be provided to Telco upon request, as often as twice a year. When extraordinary changes are anticipated, Carrier shall provide additional timely forecasts to account for such changes. The forecasts shall include:

6.1.1 Yearly forecasted Trunk quantities (which include measurements that reflect actual Tandem and End Office Switch Authorized Services Interconnection and Trunks and Tandem-subtending Authorized Services Interconnection End Office Switch equivalent Trunk requirements) for two (2) years (current year and one (1) additional year) by quarter;

6.1.2 Identification of each Trunk by the from and to Common Language Location Identifiers ("CLLI"), which are described in Bellcore documents BR 795-100-100 and BR 795-400-100;

6.1.3 A description of major system projects. Major system projects include Trunking or system rearrangements, shifts in anticipated traffic patterns, or other activities by Carrier that are reflected by a significant increase or decrease in Trunk demand for the following forecasting period.

7. COMPENSATION FOR LOCAL AUTHORIZED SERVICES INTERCONNECTION

7.1 Compensation rates for Interconnection are contained in Appendix Pricing (Wireless).

7.2 Compensation for Local Calls Transport and Termination. Subject to the limitations set forth below in Section 7.3, Telco shall compensate Carrier for the transport and termination of Local Calls originating on Telco's network and terminating on Carrier's network. Carrier shall compensate Telco for the transport

and termination of Local Calls originating on Carrier's network and terminating on Telco's network. The rates for this reciprocal compensation are set forth in Appendix Pricing (Wireless).

7.3 Traffic Not Subject to Reciprocal Compensation

7.3.1 Exclusions. Reciprocal compensation shall apply solely to the transport and termination of Local Calls, which shall not include, without limitation, the following:

7.3.1.1 Non-CMRS traffic (traffic that is not intended to originate or terminate to a mobile station using CMRS frequency);

7.3.1.2 Toll-free calls (e.g., 800/888), Information Services Traffic, 500 and 700 calls;

7.3.1.3 Transit Traffic;

7.3.1.4 Paging Traffic;

7.3.1.5 Any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission.

7.3.2 The Parties agree that ESP/ISP traffic between them, if any, is presently de minimis. At such time as either Party can economically track and measure such traffic, such Party may remove such traffic from the calculation of reciprocal compensation between the Parties by providing to the other Party appropriate evidence of the existence of such traffic. Records will be retained of all such removed traffic.

7.4 Measuring Calls as Local Calls. In order to measure whether traffic comes within the definition of Local Calls for purposes of calculating reciprocal compensation, the Parties agree as follows:

7.4.1 For Telco, the origination or termination point of a call shall be the End Office Switch that serves, respectively, the calling or called party at the beginning of the call.

7.4.2 For Carrier, the origination point of a call shall be the cell site/base station which serves, respectively, the calling or called party at the beginning of the call.

7.5 Billing And Recording

- 7.5.1 Each Party will record its terminating minutes of use for all intercompany calls. Each Party will perform the necessary call recording and rating for its respective portions of an interchanged call. Each Party shall be responsible for billing and collection from their respective Customers. Each Party shall use procedures that record and measure actual usage for purposes of providing invoices to the other Party pursuant to this Agreement. The Parties recognize that Carrier currently may not have the technical systems in place to measure and bill Telco pursuant to this Agreement. To the extent that Telco does not record the actual amount of Telco-to-Carrier traffic, exclusive of Third Party Traffic (as defined in Section 7.5.2 below), and Carrier does not have the ability to measure and bill the actual amount of Telco-to-Carrier traffic, Carrier shall bill Telco the charges due as calculated and described in Sections 7.5.2 and 7.5.3.
- 7.5.2 When Telco does not record the actual amount of Telco-to-Carrier traffic, exclusive of Third Party Traffic, and Carrier does not have the ability to record the actual amount of such Telco-to-Carrier traffic, the Parties agree to use a Surrogate Billing Factor to determine the amount of Telco-to-Carrier traffic. For purposes of this section, Third Party Traffic means any traffic which originates from Telecommunications Carriers other than Telco including, but not limited to, Transit Traffic, ported number traffic, call forwarded traffic from a third party LEC, and traffic originated by other Telecommunications Carriers using partial number blocks, InterMTA traffic, and IXC traffic. Unless otherwise mutually agreed upon by the Parties, the Surrogate Billing Factor, shall be deemed to be equal to the Shared Facility Factor stated in Appendix – Pricing (Wireless). When using the Surrogate Billing Factor instead of recording actual usage, the amount of Telco-to-Carrier Conversation MOUs for Local Calls shall be deemed to be equal to the product of (i) the Carrier-to-Telco Conversation MOUs for Local Calls (based on Telco's monthly bill to Carrier) divided by the difference of one (1.0) minus the Surrogate Billing Factor, and (ii) the Surrogate Billing Factor. When using the Surrogate Billing Factor, Carrier shall bill Telco the charges due under this Section 7.5 based solely on the calculation contained in the preceding sentence.
- 7.5.3 When Carrier uses the billing method set forth in Section 7.5.2, Carrier shall use the Telco invoice to identify the Telco CLLI codes from which the traffic is delivered to Carrier as well as the number of Conversation MOU for each inbound Trunk route. All adjustment factors and resultant adjusted amounts shall be shown for each line item, including as applicable, but not limited to the Surrogate Billing Factor from Section

7.5.2, the blended call set-up and duration factors, the adjusted call set-up and duration amounts, if applicable, the appropriate rate, amounts, etc.

8. TRANSITING SERVICE

- 8.1 Description. Transiting Service will be provided by Telco. Telco's Transiting Service allows Carrier to send traffic to a third party network through Telco's Tandem Switch and to receive traffic from a third party network through Telco's Tandem Switch. A Transiting Service rate applies to all Conversation MOUs between Carrier's network and a third party's network that transits Telco's network. Carrier is responsible for payment of the appropriate Telco Transiting Service rates on Transit Traffic originating on its network delivered to Telco, unless otherwise specified. Telco's Transiting Service rate is only applicable when calls do not originate with (or terminate to) Telco's Customer. The rates that Telco shall charge for Transiting Service are outlined in Appendix - Pricing (Wireless). Carrier shall deliver traffic to be handled by Telco's Transiting Service to Telco's Tandem Switch(es).
- 8.2 Billing. Each Party shall separately list on its bill to the other Party for reciprocal compensation the Conversation MOUs representing Transit Traffic. If Carrier does not record and identify the actual amount of Transit Traffic delivered to it through Telco's Transiting Service, then Carrier shall deduct from the amount of total Conversation MOUs on its bill to Telco for reciprocal compensation a percentage that is equal to the percentage on Telco's bill for the same time period that Transit Traffic minutes bear to the total billed Conversation MOUs. This adjustment will account for Transit Traffic delivered to Carrier by Telco. Telco will provide Carrier with a report (based on its existing Category 92 record system data) to identify certain intraLATA traffic that transits Telco's network and terminates to Carrier.
- 8.3 Non-Transit Traffic. Carrier shall not route over the Interconnection Trunks provided herein terminating traffic from a third party IXC destined for an End Office Switch in Telco's. Carrier shall not deliver traffic to Telco under this Agreement from a non-CMRS Telecommunications Carrier.
- 8.4 Direct Connect. Where Telco has in place direct Interconnection Trunks employing Type 2A interface to a Carrier MSC, Telco shall use reasonable efforts not to, but may deliver calls destined to terminate at that Carrier MSC via another Telecommunications Carrier's Tandem Switch.
- 8.5 Third Party Arrangements. Carrier shall establish billing arrangements directly with any third party Telecommunications Carriers to which it may send traffic by means of Telco's Transiting Service. In the event that Carrier does send traffic through Telco's network to a third party Telecommunications Carrier with whom

Carrier does not have a traffic interchange agreement, and such third party Telecommunications Carrier makes a Claim against Telco for compensation, Telco will advise both Carrier and the third party Telecommunications Carrier that they need to resolve the matter between themselves. If Telco does so, then Carrier will indemnify Telco for any termination charges Telco subsequently is ordered by a regulatory agency or court to pay such third party Telecommunications Carrier for such traffic, and for any billing and collection costs, and attorneys' fees related to those termination charges. In the event of any such proceeding, Telco agrees to provide Carrier notice and allow Carrier to participate as a party.

- 8.6 Indirect Termination. If either Party originates traffic destined for termination to the other Party, but delivers that traffic to the other Party through another Telecommunications Carrier, the terminating Party shall be entitled to charge transport and termination rates as set forth in Appendix - Pricing (Wireless) to the originating party. The originating Party shall also be responsible for paying any Transiting Service charges, if any, charged by the other Telecommunications Carrier. Carrier shall not charge Telco when Telco provides Transiting Service for calls terminated to Carrier. Neither shall Carrier default bill Telco when Telco provides Transiting Service for unidentified traffic terminating to Carrier, unless otherwise provided for in this Agreement.
- 8.7 Toll Pool/Designated Carrier. Notwithstanding anything contained herein to the contrary, when Telco is the primary toll carrier for an independent LEC in the State and such independent LEC originates a call that terminates on Carrier's network, Carrier will bill, and Telco will pay, compensation to Carrier for toll traffic originating from such independent LEC and terminating on Carrier's network as though the traffic originated on Telco's network.

9. TERMS AND COMPENSATION FOR USE OF FACILITIES

- 9.1 Each Party shall be responsible for providing its own or leased transport Facilities to route calls to and from the POI. Each Party may construct its own Facilities, it may purchase or lease these Facilities from a third party, or it may purchase or lease these Facilities from the other Party, if available, pursuant to tariff or separate contract. Facilities between the Parties' respective networks will not be provided pursuant to this Agreement.
- 9.2 Except when a Type 1 interface is employed, in which case analog Facilities may be used, the Parties will connect their networks using digital Facilities of at least DS-1 transmission rates.
- 9.3 The following shall apply solely for Facilities dedicated for transport of Interconnection traffic.

Telco's proportionate share of Facilities and/or Trunks, as stated within Section 9.3.

10.3.7 Carrier will bill Telco by LATA, by state, based on the terminating location of the call. Carrier will display the CLLI code(s) associated with the Trunk through which the exchange of traffic between Telco and Carrier takes place as well as the number of calls and Conversation MOUs for each inbound Facility route. Telco will bill Carrier by LATA and by the End Office/Tandem Switch, based on the terminating location of the call and will display and summarize the number of calls and Conversation MOUs, for each terminating office.

10.4 There will be no netting by the billed Party of payments due herein against any other amount owed by one Party to the other.

11. TRANSMISSION AND ROUTING OF EXCHANGE ACCESS SERVICE TRAFFIC

11.1 This Section 11 provides the terms and conditions for the exchange of traffic between Carrier's network and Telco's network for Switched Access Services to IXC's, thus enabling Carrier Customers to access IXC's for the transmission and routing of interMTA and interLATA calls.

11.2 IXC Traffic

11.2.1 Carrier may send traffic to IXC's via Type 2A interface utilizing FGD protocol.

11.2.2 If traffic is handed from Telco directly to an IXC, from Carrier directly to an IXC, from Carrier to an IXC via Trunks with Type 2A interfaces, or from an IXC directly to Telco, access charges shall not apply to Carrier.

11.2.3 When used in the Carrier to Telco direction, Trunks employing a Type 2A interface may be provided to a Telco Tandem Switch to transport calls from Carrier's premises to an IXC's Switched Access Services Feature Group D service at the same Tandem Switch.

11.2.3.1 **THIS SECTION 11.2.3.1 APPLIES ONLY IN ILLINOIS, INDIANA, MICHIGAN, OHIO AND WISCONSIN.** This arrangement requires a separate Trunk Group employing a Type 2 interface. When Telco is not able to record Carrier-originated traffic to an IXC, Carrier will also provide to Telco, using industry standard data record formats, recordings of all calls (both

completed calls and attempts) to IXCs from Carrier's network using Trunks employing a Type 2A interface.

11.3 InterMTA Traffic

11.3.1 For the purpose of compensation between Telco and Carrier under this Agreement, InterMTA Traffic is subject to the rates stated in Appendix – Pricing (Wireless).

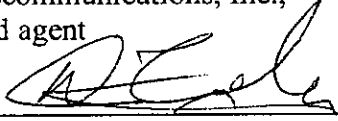
11.3.2 As of the Effective Date hereof, the Parties cannot accurately measure the amount of Carrier-to-Telco InterMTA traffic delivered by Carrier to Telco through the Trunks provided for herein. Accordingly, for purposes of this Agreement, the Parties agree that twelve percent (12%) of the Carrier-to-Telco traffic delivered by Carrier to Telco through the Trunks provided for herein shall be deemed InterMTA traffic. No amount of Telco-to-Carrier traffic shall be deemed InterMTA traffic. Notwithstanding the foregoing, should either Party provide to the other Party State-specific, Carrier-specific network engineering information, a State-specific, Carrier-specific InterMTA Traffic study, and/or other support in complete and appropriate form (determined in good faith) ("InterMTA Traffic Information"), the Parties shall use such InterMTA Traffic Information to negotiate in good faith a mutually acceptable percentage of Carrier-to-Telco traffic delivered by Carrier to Telco that is deemed InterMTA traffic. If such InterMTA Traffic Information is provided within ninety (90) days after this Agreement is executed by duly authorized representatives of both Parties, then any revised percentage of Carrier-to-Telco traffic deemed InterMTA traffic, which is derived using such InterMTA Traffic Information, shall be effective as of the date such InterMTA Traffic Information was provided to the other Party, but no earlier than the Effective Date of this Agreement; otherwise, such revised percentage of Carrier-to-Telco traffic deemed InterMTA traffic, which is derived using such InterMTA Traffic Information, shall be effective as of the date such InterMTA Traffic Information was provided in complete and appropriate form (determined in good faith) to the other Party. Any revised percentage of Carrier-to-Telco traffic deemed InterMTA traffic that becomes effective during the Initial Term of this Agreement will remain in effect during the Initial Term hereof. After the expiration of the Initial Term, the percentage of Carrier-to-Telco traffic deemed InterMTA traffic during the Initial Term shall remain in effect thereafter until either Party provides new InterMTA Traffic Information to the other Party. In such case, the Parties shall use the new InterMTA Traffic Information to renegotiate in good faith a new revised percentage of Carrier-to-Telco deemed InterMTA Traffic. Renegotiation of the percentage of Carrier-to-Telco traffic deemed InterMTA traffic after the Initial Term shall occur no more frequently than once every twenty-four (24) months.

12. TRANSMISSION AND ROUTING OF OTHER TYPES OF TRAFFIC

12.1 Ancillary Services Traffic.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Southwestern Bell Telephone Company and
The Ohio Bell Telephone Company
By SBC Telecommunications, Inc.,
its authorized agent

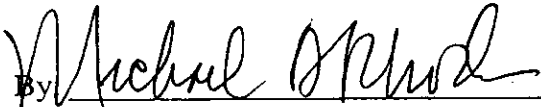
By: 
(Signature)

Name: David Cole

President - Industry Markets

Date Signed: NOV 06 2001

Alltel Communications, Inc.

By: 
(Signature)

Name: Michael D. Rhoda

Title: VP - Business Development

Date Signed: October 16, 2001

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APPENDIX - PRICING (WIRELESS)

MISSOURI

1. The rates for transport and termination shall be as follows. (Per Conversation MOU)

Type 2A	Type 2B	Type 1
\$.009	\$.004	\$.009

The rate for transiting shall be as follows. (Per Conversation MOU)

Transiting
\$.003

2. Carrier Facilities will be provided at the same rates, terms, and conditions that similar Facilities are provided by Telco.

3. Shared Facility

The Shared Facility Factor is 0.25.

4. InterMTA Traffic

- 4.1 InterMTA Rates (to be paid per Conversation MOU to Telco by Carrier on applicable Carrier to Telco InterMTA calls)

\$0.004839

5. Other Charges

- 5.2 Selective Class of Call Screening

	Per Month	Nonrecurring Charge
Per BAN	\$40.75	\$370.00

- 5.2 Cancellation Charge. A charge is calculated as the product of the number of Business Days from order application through the order cancellation multiplied by the average daily charge of the service ordered, plus the Access Order Charge. The Access Order Charge is governed by Telco's applicable interstate Access Services tariff.

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- 5.2 Rollover Charges. A rollover is a Carrier initiated move that involves a change of a Point of Termination from an existing service within the same Carrier premises. The nonrecurring charge associated with the installation of that service (i.e., the Rollover Charge) applies when Carrier requests a rollover.
- 5.2 Translation Charges. Translation charges will apply for each effected end office when Carrier requests a change in an NPA-NXX code from being an area wide calling plan NPA-NXX to a standard billing arrangement, or from or to being an EMS/EAS NPA-NXX.
- 5.5 Trunk Interface Change Charges. Changes to the type of Trunk interfaces on a trunk will be charged at the rate of \$70.00 per Trunk.
- 5.6 Charges for miscellaneous other items such as Service Establishment, Change in Service Arrangement, Additional Engineering, Additional Labor Charges, Access Order Charge, Design Change Charge, Service Date Change Charge, ACNA, Billing Account Number (BAN) and Circuit Identification Change Charges, and Supercedure charges are governed by Telco's applicable interstate Access Services tariff.

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

In the Matter of the Application of ALLTEL)	
Communications, Inc., for Approval of Its)	
Cellular/PCS Interconnection Agreement with)	<u>Case No. TO-2002-355</u>
Southwestern Bell Telephone Company under)	
47 U.S.C. Section 252.)	

ORDER APPROVING INTERCONNECTION AGREEMENT

This order approves the Cellular/PCS Interconnection Agreement executed by the parties and filed by ALLTEL Communications, Inc. (ACI).

On January 22, 2002, ACI filed an application with the Commission for approval of a Cellular/PCS Interconnection Agreement with Southwestern Bell Telephone Company (SWBT). The Agreement was filed pursuant to Section 252(e)(1) of the Telecommunications Act of 1996.^[1] The Agreement would permit ACI to connect its facilities with SWBT in the state of Missouri and to exchange traffic for the provision of two-way commercial mobile radio service. Both ACI and SWBT possess certificates to provide basic local telecommunications services in Missouri.

Although SWBT is a party to the Agreement, it did not join in the application. On January 31, 2002, the Commission issued an order making SWBT a party in this case and directing any party wishing to request a hearing to do so no later than February 20, 2002. No requests for hearing were filed.

The requirement for a hearing is met when the opportunity for hearing has been provided and no proper party has requested the opportunity to present evidence.^[2] Since no one has requested a hearing, the Commission may grant the relief requested based on the application.

The Staff of the Commission filed a memorandum and recommendation on February 26, 2002, recommending that the Agreement be approved.

Discussion

The Commission, under the provisions of Section 252(e) of the Act, has authority to approve

2. That any changes or modifications to this Agreement shall be filed with the Commission pursuant to the procedure outlined in this order.

3. That this order shall become effective on March 25, 2002.

4. That this case may be closed on March 26, 2002.

BY THE COMMISSION

Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge

(S E A L)

Vicky Ruth, Senior Regulatory Law
Judge, by delegation of authority pursuant
to Section 386.240, RSMo 2000.

Dated at Jefferson City, Missouri,
on this 15th day of March, 2002.

[1] See 47 U.S.C. § 251, *et seq.*

[2] *State ex rel. Rex Deffenderfer Enterprises, Inc. v. Public Service Commission*, 776 S.W.2d 494, 496 (Mo. App. 1989).

[3] 47 U.S.C. § 252.

[4] 47 U.S.C. § 252(h).

[5] 4 CSR 240-30.010.

[6] 47 U.S.C. § 252(e)(1).

[7] 47 U.S.C. § 252(e)(2)(A).

an interconnection or resale agreement negotiated between telecommunications carriers. The Commission may reject an interconnection or resale agreement only if the agreement is discriminatory or is inconsistent with the public interest, convenience and necessity.

The Staff memorandum recommends that the Agreement be approved and notes that the Agreement meets the limited requirements of the Act in that it is not discriminatory toward nonparties and is not against the public interest. Staff recommends that the Commission direct the parties to submit any further modifications or amendments to the Commission for approval.

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 has considered the application, the supporting documentation, and Staff's recommendation. Based upon that review, the Commission concludes that the Agreement meets the requirements of the Act in that it does not unduly discriminate against a nonparty carrier and implementation of the Agreement is not inconsistent with the public interest, convenience and necessity. The Commission finds that approval of the Agreement should be conditioned upon the parties submitting any modifications or amendments to the Commission for approval pursuant to the procedure set out below.

Modification Procedure

The Commission has a duty to review all resale and interconnection agreements, whether arrived at through negotiation or arbitration, as mandated by the Act.^[3] In order for the Commission's role of review and approval to be effective, the Commission must also review and approve or recognize modifications to these agreements. The Commission has a further duty to make a copy of every resale and interconnection agreement available for public inspection.^[4] This duty is in keeping with the Commission's practice under its own rules of requiring telecommunications companies to keep their rate schedules on file with the Commission.^[5]

The parties to each resale or interconnection agreement must maintain a complete and current copy of the agreement, together with all modifications, in the Commission's offices. Any proposed modification must be submitted for Commission approval or recognition, whether the modification

arises through negotiation, arbitration, or by means of alternative dispute resolution procedures.

Modifications to an agreement must be submitted to the Staff for review. When approved or recognized, the modified pages will be substituted in the agreement, which should contain the number of the page being replaced in the lower right-hand corner. Staff will date-stamp the pages when they are inserted into the agreement. The official record of the original agreement and all the modifications made will be maintained by the Telecommunications Staff in the Commission's Data Center.

The Commission does not intend to conduct a full proceeding each time the parties agree to a modification. Where a proposed modification is identical to a provision that has been approved by the Commission in another agreement, the Commission will take notice of the modification once Staff has verified that the provision is an approved provision and has prepared a recommendation. Where a proposed modification is not contained in another approved agreement, Staff will review the modification and its effects and prepare a recommendation advising the Commission whether the modification should be approved. The Commission may approve the modification based on the Staff recommendation. If the Commission chooses not to approve the modification, the Commission will establish a case, give notice to interested parties and permit responses. The Commission may conduct a hearing if it is deemed necessary.

Conclusions of Law

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

The Commission, under the provisions of Section 252(e)(1) of the federal Telecommunications Act of 1996^[6] is required to review negotiated resale agreements. It may only reject a negotiated agreement upon a finding that its implementation would be discriminatory to a nonparty or inconsistent with the public interest, convenience and necessity.^[7] Based upon its review of the Agreement between ACI and SWBT 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 Cellular/PCS Interconnection Agreement between ALLTEL Communications, Inc., and Southwestern Bell Telephone Company, filed on January 22, 2002, is approved.