

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

Northeast Missouri Rural Telephone Company )  
And Modern Telecommunications Company, )

Petitioners, )

v. )

Southwestern Bell Telephone Company, )  
Southwestern Bell Wireless (Cingular), )  
Voicestream Wireless (Western Wireless), )  
Aerial Communications, Inc., CMT Partners )  
(Verizon Wireless), Sprint Spectrum LP, )  
United States Cellular Corp., and Ameritech )  
Mobile Communications, Inc., )

Respondents. )

Case No. TC-2002-57, et al  
consolidated.

**SURREBUTTAL TESTIMONY**

**OF**

**ORAL GLASCO**

Jefferson City, Missouri  
July 2, 2002

**AFFIDAVIT OF ORAL GLASCO**

STATE OF MISSOURI     )  
                                  ) ss.  
COUNTY OF Lafayette )

Oral Glasco, of lawful age, on my oath states, that I have participated in the preparation of the foregoing testimony in question and answer form, consisting of 6 pages, to be presented in this case; that the answers in the foregoing testimony were given by me; that I have knowledge of the matters set forth in such answers; and that such matters are true to the best of my knowledge and belief.

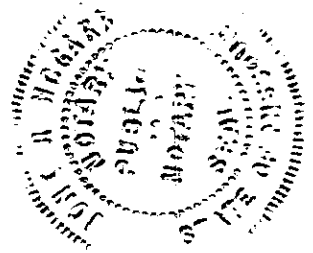
Oral Glasco  
Oral Glasco

Subscribed and sworn to before me this 27 day of June, 2002.

Joni R McGarry  
Notary Public

My Commission Expires: 10-31-02

JONI R MCGARRY  
NOTARY PUBLIC STATE OF MISSOURI  
LAFAYETTE COUNTY  
MY COMMISSION EXP OCT 31, 2002



1 **Q. Please state your name, capacity, and business address.**

2 A. My name is Oral Glasco. I am the Manager of Alma Telephone Company. My  
3 business address is 206 S. County Road, Alma, MO 64001. I previously filed direct  
4 testimony on Alma's behalf.

5 **Q. Do you concur in the surrebuttal testimony of David Jones regarding policy**  
6 **issues?**

7 A. Yes.

8 **Q. Do you concur in the surrebuttal testimony of Gary Godfrey regarding**  
9 **unreported Alltel wireless traffic?**

10 A. Yes.

11 **Q. Do you have any additional testimony at this time regarding the traffic**  
12 **quantities you reported due and owing in your direct testimony?**

13 A. Yes. First, none of the Respondents appear to contest the traffic quantities  
14 reported in my direct testimony. There have been two payments received by Alma from  
15 Sprint Spectrum LP and US Cellular for small amounts of traffic since my direct  
16 testimony. There have been no settlements or partial settlements with Alma. The  
17 attached schedules reflect the total traffic terminated to Alma (Schedule 1), separated into  
18 pre-Wireless Termination Tariff traffic, and post-Wireless Termination Tariff Traffic.  
19 Schedule 3 reflects the payments made since the filing of Direct testimony, and Schedule  
20 2 reflects the amounts now due.

21 **Q. With respect to traffic terminated to Alma pursuant to its Wireless**  
22 **Termination Service Tariff, does this tariff apply to inter-MTA traffic?**

1 A. No. The applicable language of the tariff is set forth in Schedule 1 to Staff  
2 Witness Scheperle's rebuttal testimony. Under section A, Application of Tariff, the tariff  
3 only applies to intraMTA traffic.

4 **Q. What provisions are there in the Wireless Termination Service Tariff with**  
5 **respect to determining intra-MTA versus inter-MTA traffic?**

6 A. Section E of the tariff provides that it is the responsibility of the wireless carrier to  
7 provide individual call detail allowing the determination of jurisdiction of the call. If the  
8 wireless carrier is unable, usage of SWBT's CTUSR is permitted. But when the CTUSR  
9 is permitted, the wireless carrier is required to provide a quarterly report showing the  
10 percentage of inter-MTA and intra-MTA traffic.

11 **Q. Have any wireless carriers provided Alma with individual call detail?**

12 A. No. We have had to bill from SWBT's CTUSR report. The CTUSR does not  
13 distinguish between inter-MTA and intra-MTA traffic.

14 **Q. Over 5 quarters have passed since the effective date of Alma's tariff. Has**  
15 **Alma ever received any required quarterly reports showing percentages of inter-**  
16 **MTA and intra-MTA traffic from any wireless carrier?**

17 A. No. No wireless carrier has ever sent such a report. The Wireless Carriers have  
18 failed to comply with this aspect of the tariff.

19 **Q. SWBT has requested that it be awarded compensation for blocking services**  
20 **for uncompensated traffic. Have you had any experience in this regard?**

21 A. Yes. Alma requested blocking from SWBT pursuant to Alma's Wireless  
22 Termination Tariff on June 19, 2001. Six weeks later, on July 31, 2001, SWBT quoted  
23 Alma a figure of \$1000.00 to perform the blocking requested. That blocking charge

equated to 3 to 4 months of revenue to Alma for the traffic in question. Alma believed that this charge was unreasonably high. Alma filed the Wireless Terminating Tariff because SWBT and the wireless carriers had improperly sent this traffic to Alma without any agreement with Alma in the first place. I thought it was wrong for SWBT to bill Alma to block traffic that SWBT cooperated in improperly sending to Alma in the first place.

**Q. What relief is Alma requesting from the Commission in this proceeding?**

A. Alma would like the Commission to decide the following:

1. Award Alma \$2,772.11 for Cingular traffic;
2. Award Alma \$1,601.65 for Ameritech Mobile (Verizon Wireless) traffic;
3. Award Alma \$156.54 for CMT Partners (Verizon Wireless) traffic;
4. Award Alma \$874.69 for Sprint Spectrum, LP (Sprint PCS) traffic;
5. Award Alma \$556.47 for US Cellular traffic;
6. Award Alma \$2,609.92 for Aerial (Voicestream) traffic;
7. Award Alma \$2,109.28 for Voicestream traffic;
8. Award Alma \$2,455.49 for Western Wireless (Voicestream) traffic;
9. Determine who is responsible to compensate Alma for the above amounts;
10. For subsequent traffic, determine compensation responsibilities;
11. Order that if Respondents fail to provide Alma with sufficient call detail to determine the jurisdiction of the traffic in the future, all traffic will be determined to be inter-MTA access traffic; and
12. Enter an Order permitting Alma to disconnect the SWBT trunks delivering traffic for which compensation is not timely received in the future, or have Citizens

1 Telephone Company, behind whose tandem Alma sits, disconnect the trunks or block the  
2 traffic.

3 **Q. Does this conclude your surrebuttal testimony?**

4 **A. Yes.**

# **SCHEDULE 1**

MOUs Terminated to:	Alma		Choctaw		MoKan		Chariton Valley	Mid-Missouri	Modern	Northeast	Total MOUs to
Wireless Companies -	2/98-2/01	3/01-12/01	2/98-2/01	3/01-12/01	2/98-2/01	3/01-12/01					MITG Companies
SWBW	21,777	20,325	7,411	30,302	384,609	135,259	671,670	652,358	1,177,459	1,205,196	4,306,366
Alltel			237,637	161,880			9,878				409,395
Ameritech Mobile	17,667				1,550	0	86,030	327,675	11,802	9,818	454,542
Verizon Wirelss (CMT)*					214,282	76,624					
CMT Partners (VW)	1,757	0					33,159	16,180	8,316	7,638	67,050
Cybertel							6,495				6,495
Sprint PCS			2,054	16,104	194,609	151,569	1,486				365,822
Sprint Spectrum, L.P.	9,131	6,800					22,480	44,654	2,445	3,312	88,822
US Cellular	5,141	2,344	21,286	7,131	7,576	3,398	2,509,024		1,739,402	1,689,394	5,984,696
N. Illinois Cellular							274,942				274,942
AT&TW			189,298	112,989	64	572					302,923
Aerial	44,677	0					97,520		13,547	19,704	175,448
VoiceStream (WW)	0	38,249			199,570	113,071			39,136	40,981	431,007
Western Wireless	21,885	4,633					158,815				185,333
TOTAL as of 6/24/02	122,035	72,351	457,686	328,406	1,002,260	480,493	3,871,499	1,040,867	2,992,107	2,976,043	13,343,747

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## SCHEDULE 2

Total Amounts owed to:	Alma	Chariton Valley	Choctaw	Mid-Missouri	Modern	MoKan	Northeast	Total Balance Due
Wireless Companies -								MITG Companies
SWBW	\$2,772.11	\$62,069.13	\$563.99	\$48,564.98	\$135,675.79	\$31,267.56	\$154,126.80	\$435,040.36
Alltel		\$0.00	\$11,278.80					\$11,278.80
Ameritech Mobile	\$1,601.65	\$7,940.58		\$38,623.92	\$130.78	\$126.01	\$108.43	\$48,531.37
Verizon Wirelss (CMT)						\$17,420.48		\$17,420.48
CMT Partners (VW)	\$156.54	\$3,060.55		\$1,878.71	\$967.03		\$941.81	\$7,004.64
Cybertel		\$599.49						\$599.49
Sprint PCS		\$137.15	\$0.00			\$15,347.93		\$15,485.08
Sprint Spectrum, L.P.	\$874.69	\$2,049.76		\$5,244.49	\$286.08		\$417.86	\$8,872.88
US Cellular	\$556.47	\$231,880.96	\$1,509.10		\$205,801.73	\$814.01	\$240,709.27	\$681,271.54
N. Illinois Cellular		\$25,377.16						\$25,377.16
AT&TW						\$0.00		\$0.00
Aerial	\$2,609.92	\$9,019.39			\$0.00		\$0.00	\$11,629.31
VoiceStream (WW)	\$2,109.28				\$1,723.02	\$22,816.48	\$2,468.76	\$29,117.54
Western Wireless	\$2,455.49	\$6,197.78						\$8,653.27
								\$0.00
TOTAL	\$13,136.15	\$348,331.95	\$13,351.89	\$94,312.10	\$344,584.43	\$87,792.47	\$398,772.93	\$1,300,281.92

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### SCHEDULE 3

Payments since Direct	Alma	Chariton Valley	Choctaw	Mid-Missouri	Modern	MoKan	Northeast	Total Balance Due
Wireless Companies -				NONE	NONE		NONE	MITG Companies
SWBW			\$188.60			\$859.98		\$1,048.58
Alltel		\$911.70	\$741.88					\$1,653.58
Ameritech Mobile								\$0.00
Verizon Wirelss (CMT)*						\$4,467.18		\$4,467.18
CMT Partners (VW)								\$0.00
Cybertel								\$0.00
Sprint PCS			\$288.09			\$982.84		\$1,270.93
Sprint Spectrum, L.P.	\$86.88							\$86.88
US Cellular	\$51.22							\$51.22
N. Illinois Cellular								\$0.00
AT&TW								\$0.00
Aerial								\$0.00
VoiceStream (WW)								\$0.00
Western Wireless								\$0.00
								\$0.00
TOTAL	\$138.10	\$911.70	\$1,218.57	\$0.00	\$0.00	\$6,310.00	\$0.00	\$8,578.37

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