

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

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

Petitioners,)

v.)

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

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.)

SURREBUTTAL TESTIMONY

OF

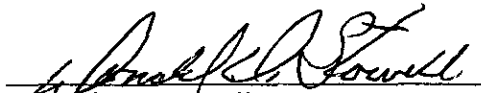
DONALD D. STOWELL

Jefferson City, Missouri
July 2, 2002

AFFIDAVIT OF DONALD D. STOWELL

STATE OF Kansas)
) ss.
COUNTY OF Miami)

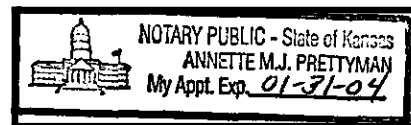
Donald D. Stowell, of lawful age, on my oath states, that I have participated in the preparation of the foregoing testimony in question and answer form, consisting of 5 pages, to be presented in this case; that the answers in the foregoing testimony were given by me; that I have knowledge of the matters set forth in such answers; and that such matters are true to the best of my knowledge and belief.


Donald D. Stowell

Subscribed and sworn to before me this 26th day of June, 2002.


Notary Public

My Commission Expires:
Jan 31, 2004



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

2 A. I am Donald D. Stowell, General Manager of MoKan Dial, Inc., ("MoKan") and
3 Choctaw Telephone Company ("Choctaw"). My business address for MoKan and
4 Choctaw is 112 South Broadway, P.O. Box 429, Louisburg, KS66053. I previously filed
5 direct testimony for Choctaw and MoKan Dial.

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

8 A. Yes.

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

11 A. Yes, for MoKan, which could be effected. As Choctaw is in the Springfield
12 LATA, where reportedly SWBT did not fail to record, Choctaw should not be effected.

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

15 A. Yes. Attached hereto are Schedules 1, 2, and 3. Schedule 1 shows the same total
16 usage quantities between February 5, 1998 through the traffic period covered in direct
17 testimony. Schedule 2 shows the net amounts due the MITG. Schedule 3 shows
18 payments made since direct testimony for the traffic covered in direct testimony.
19 Schedule 3 payments have been applied to reduce the amounts shown in Schedule 2.

20 It appears that none of the Respondents contest the traffic quantities reported in
21 my direct testimony for MoKan and Choctaw.

1 There has been a settlement reached between AT&T Wireless and Choctaw.
2 Although the payment has not yet been received, that settlement has been reflected in
3 both Schedule 2 and Schedule 3.

4 Earlier Choctaw and MoKan reached stipulations with Nextel. Nextel was to pay
5 amounts for traffic past due through July 4, 2001, and was to continue to pay reported
6 traffic at Wireless Termination Tariff rates after July 4, 2001. Nextel made the initial
7 past due payment to MoKan, but not to Choctaw. Nextel has failed to make any
8 payments under the Wireless Terminating Tariff after July 5, 2002 either to MoKan or to
9 Choctaw, which the Stipulation required Nextel to do.

10 **Q. With respect to traffic terminated to MoKan and Choctaw pursuant to their**
11 **Wireless Termination Service Tariffs, does this tariff apply to inter-MTA traffic?**

12 A. No. The tariffs of MoKan and Choctaw are the same except for rates. The
13 applicable language of the tariffs is set forth in Schedule 1 to Staff Witness Scheperle's
14 rebuttal testimony. Under Section A, Application of Tariff, the tariff only applies to
15 intra-MTA traffic.

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

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

1 **Q. Have any wireless carriers provided MoKan or Choctaw with individual call**
2 **detail?**

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

5 **Q. Over 5 quarters have passed since the effective date of MoKan and**
6 **Choctaw's tariffs. Have MoKan or Choctaw ever received any required quarterly**
7 **reports showing percentages of inter-MTA and intra-MTA traffic from any wireless**
8 **carrier?**

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

11 **Q. Do you have reason to believe that any wireless carrier is delivering**
12 **interMTA traffic to SWBT for termination on common trunks?**

13 A. Yes, I believe I do. AT&T Wireless has placed four NXXs into SWBT's Joplin
14 switch. Traffic from these NXXs has been terminated to Choctaw's Haltown exchange
15 on SWBT trunks. Joplin is in the Kansas City MTA. Halldown is in the St. Louis MTA.
16 These calls are inter-MTA.

17 **Q. What relief are MoKan and Choctaw requesting from the Commission in**
18 **this proceeding?**

19 A. MoKan would like the Commission to decide the following:

- 20 1. Award MoKan \$31,267.56 for Cingular traffic;
- 21 2. Award MoKan \$126.01 for Ameritech Mobile (Verizon Wireless) traffic;
- 22 3. Award MoKan \$17,420.48 for Verizon Wireless traffic;
- 23 4. Award MoKan \$15,347.93 for Sprint PCS traffic;

- 1 5. Award MoKan \$814.01 for US Cellular traffic;
- 2 6. Award MoKan \$22,816.48 for Voicestream traffic;
- 3 7. Determine who is responsible to compensate MoKan for the above
- 4 amounts;
- 5 8. For subsequent traffic, determine compensation responsibilities;
- 6 9. Order that if Respondents fail to provide MoKan with sufficient call detail
- 7 to determine the jurisdiction of the traffic in the future, all traffic will be determined to be
- 8 inter-MTA access traffic; and
- 9 10. Enter an Order permitting MoKan to disconnect the Sprint trunks
- 10 delivering traffic for which compensation is not timely received in the future.

11
12 Choctaw would like the Commission to decide the following:

- 13 1. Award Choctaw \$563.99 for Cingular traffic;
- 14 2. Award Choctaw \$11,278.80 for Alltel wireless traffic;
- 15 3. Award Choctaw \$1,509.10 for US Cellular traffic;
- 16 4. Determine who is responsible to compensate Choctaw for the above
- 17 amounts;
- 18 5. For subsequent traffic, determine compensation responsibilities;
- 19 6. Order that if Respondents fail to provide Choctaw with sufficient call
- 20 detail to determine the jurisdiction of the traffic in the future, all traffic will be
- 21 determined to be inter-MTA access traffic; and
- 22 7. Enter an Order permitting Choctaw to disconnect the SWBT trunks
- 23 delivering traffic for which compensation is not timely received in the future.

- 1 **Q.** **Does this conclude your surrebuttal testimony?**
- 2 **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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