BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF MISSOURI

In the Matter of the Application for Approval)	
of an Interconnection Agreement and an)	
Amendment to the Interconnection Agreement By)	Case No. TK-2007-0180
and Between Southwestern Bell Telephone, L.P.,)	
d/b/a AT&T Missouri and Iowa Wireless Services,)	
LLC.)	

AT&T MISSOURI'S APPLICATION FOR APPROVAL OF AN INTERCONNECTION AGREEMENT AND AN AMENDMENT TO INTERCONNECITON AGREEMENT

AT&T Missouri, ¹ pursuant to Section 252(e) of the Telecommunications Act of 1996 (the "Act"), 4 CSR 240-3.513(1), and 4 CSR 240-3.513(6)(A), respectfully submits its Application for Approval of an Interconnection Agreement and an Amendment to Interconnection Agreement by and between AT&T Missouri and Iowa Wireless Services, LLC ("Iowa Wireless") and requests the Missouri Public Service Commission ("Commission") approve both.

The Commission previously rejected the Agreement and the Amendment as a result of procedural deficiencies when previously filed² and they are now being refiled in compliance with Commission rules.

¹ Southwestern Bell Telephone, L.P., d/b/a AT&T Missouri will be referred to in this pleading as "AT&T Missouri." It previously conducted business as "SBC Missouri."

² See Order Rejecting Filing and Notice of Deficiency, Case No. TK-2007-0180, issued November 9, 2006.

In support of this Application, AT&T Missouri states:

- 1. AT&T Missouri is a Texas limited partnership³ duly authorized to conduct business in Missouri,⁴ with its principal Missouri office at One AT&T Center, Room 3520, St. Louis, Missouri 63101. AT&T Missouri is authorized to do business in Missouri and its fictitious name is duly registered with the Missouri Secretary of State.⁵ AT&T Missouri is a "local exchange telecommunications company" and a "public utility," and is duly authorized to provide "telecommunications service" within the State of Missouri, as each of those phrases is defined in Section 386.020, RSMo. 2000.⁶
- 2. All correspondence, pleadings, orders, decisions, and communications regarding this proceeding should be sent to:

Paul G. Lane Leo J. Bub Robert J. Gryzmala Attorneys for Southwestern Bell Telephone, L.P., d/b/a AT&T Missouri One AT&T Center, Suite 3518 St. Louis, Missouri 63101

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³ In accordance with 4 CSR 240-2.060(1)(G), a copy of the Southwestern Bell Telephone, L.P. partnership agreement was filed with the Commission on October 15, 2003. <u>See, In the Matter of the Application of Southwestern Bell Telephone, L.P., d/b/a SBC Missouri, for Review and Reversal of North American Number Plan Administrator's Decision to Withhold Numbering Resources, Case No. TO-2004-0170.</u>

⁴ In accordance with 4 CSR 240-2.060(1)(G), a copy of the certificate from the Missouri Secretary of State certifying that Southwestern Bell Telephone, L.P. is a foreign limited partnership duly authorized to transact business in the State of Missouri was filed with the Commission on January 7, 2002. <u>See, In the Matter of the Application of Southwestern Bell Telephone Company to Transfer Property and Ownership of Stock Pursuant to Section 392.300, RSMo.</u>, Case No. TO-2002-185.

⁵ In accordance with 4 CSR 240-2.060(1)(G), a copy of the registration of the fictitious name "AT&T Missouri" was filed with the Commission on December 2, 2005. <u>See</u>, <u>In the Matter of the Application of Southwestern Bell Telephone</u>, <u>L.P.</u>, <u>d/b/a AT&T Missouri for Review and Reversal of the North American Number Plan Administrator's Decision to Withhold Numbering Resources</u>, Case No. TO-2006-0247.

⁶ By its Order Recognizing Name Change, Approving Tariff and Closing Case, in Case No. IN-2006-0232 (effective December 29, 2005), the Commission ordered that the fictitious name "AT&T Missouri" be recognized. Southwestern Bell Telephone, L.P., d/b/a AT&T Missouri previously conducted business as Southwestern Bell Telephone, L.P., d/b/a SBC Missouri, the name reflected on the attached amendments. Both amendments were executed prior to the effective date of the Commission's order.

- 3. AT&T Missouri does not have any pending action or final unsatisfied judgments or decisions against it from any state or federal agency or court which involve customer service or rates, which action, judgment, or decision has occurred within three (3) years of the date of this Application.
- 4. AT&T Missouri does not have any annual report or assessment fees that are overdue.
- 5. AT&T Missouri seeks approval of this Interconnection Agreement and Amendment pursuant to Section 252(3)(1) of the Telecommunications Act of 1996 ("the Act"). The Commission must approve the Interconnection Agreement and Amendment unless it determines that the Interconnection Agreement and/or Amendment (or any portion thereof): (1) discriminates against a telecommunications carrier not a party to the agreement and/or amendment; or (2) the implementation of such agreement and/or amendment is not consistent with the public interest, convenience, and necessity.⁷
- 6. AT&T Missouri states that neither the Interconnection Agreement nor the Amendment (or any portion of either of these documents) discriminates against a telecommunications carrier not a party to the Interconnection Agreement and/or Amendment. AT&T Missouri further states that the implementation of the Interconnection Agreement and Amendment is consistent with the public interest, convenience, and necessity.
- 7. The Interconnection Agreement is similar to the 13 State Generic Wireless Interconnection Agreement the Commission previously approved on July 15, 2005, in Case No. TK-2005-0114 between Alltel Communications Inc. and Southwestern Bell

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⁷ See Section 242(e)(2) of the Act.

Telephone, L.P., d/b/a SBC Missouri. The Iowa Wireless 13 State Generic Agreement, however, has been updated and is therefore being submitted under 4 CSR 240-3.513(1). Primarily, the revisions remove obsolete language throughout the agreement, and update minimum insurance requirements (GT&C Section 3.4.2), various processes (OSS Number Portability Appendix Sections 3.3, 4.2.1, and 7.2), and training language (OSS Number Portability Appendix Section 10.1).

8. The Amendment, entitled "Reciprocal Compensation Amendment for ISP-Bound Traffic and Federal Telecommunications Act Section 251(b)(5) Traffic (Adopting FCC's Interim ISP Terminating Compensation Plan)," modifies intercarrier compensation between the parties for certain traffic, and has previously been approved by the Commission in its *Order Approving Amendments to Interconnection Agreement* issued April 26, 2005, in Case No. TK-2005-0309, Tracking No. VT-2005-0074.

WHEREFORE, AT&T Missouri respectfully requests that the Commission approve both the Interconnection Agreement and Amendment to the Interconnection Agreement between AT&T Missouri and Iowa Wireless.

Respectfully submitted,

SOUTHWESTERN BELL TELEPHONE, L.P., D/B/A AT&T MISSOURI

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CERTIFICATE OF SERVICE

Copies of this document were served on the following parties by e-mail on November 17, 2006.

Leo J. Bub

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