

APPENDIX RECORDING
EXHIBIT III-B
Page 2 of 2

AUR INVOICE INTERVAL:

Check One:

☐

Daily (Full Status RAO Companies will receive AURs daily.)

☐

Bill period (A maximum of five dates may be chosen.) A file is created five workdays from each bill period date, and three additional days should be allowed for distribution. Circle a maximum of five bill period dates:

1 3 5 7 9 11 13 15 17 19 21 23 25 27 29

TAPE MAILING ADDRESS:

(Full RAO Companies will receive AURs at the same address as billable message toll.)

APPENDIX RECORDING
EXHIBIT IV
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PROVISION OF AUR SOURCE INFORMATION

This Exhibit sets forth the terms and conditions under which SWBT will provide Access Usage Record (AUR) data pertaining to the following types of Interexchange Carrier (IXC) transported usage originating from the LSP exchanges in situations where SWBT, in order to have information required to create such AUR source data, must either purchase data from an outside vendor or use data available at the operator switch of SWBT when SWBT provides local/intraLATA operator services for LSP:

0+ AT&T Transported Call Type (0+)

This type of 0+ call is a call which (1) originates from one of LSP's exchanges, (2) is transported by AT&T, (3) is rated by AT&T, and (4) is placed by an LSP's subscriber dialing 0+NPA+NXX+LINE or by dialing either 10+CIC+0+NPA+NXX+LINE or 10CIC+0+NXX+LINE, where the CIC is AT&T's Carrier Identification Code.

0- IXC Transported Call Type (0-)

This type of 0- call is a call which (1) originates from one of LSP's exchanges, (2) is transported by any IXC whose facilities are accessed through the use of SWBT's 0- Transfer Service, and is placed either by (3) an LSP's subscriber dialing 0 and subsequently being transferred by LSP's local/intraLATA operator service provider to an IXC operator for placement and completion of the call, or by (4) LSP's subscriber dialing 00 and being connected to an IXC's operator for placement and completion of the call.

0- AT&T Transported Call Type (0-)

This type of 0- call is a call which (1) originates from one of the LSP's exchanges, (2) is transported by AT&T, (3) is rated by AT&T, and either (4) is placed by an LSP's subscriber dialing 0 and subsequently being transferred by the LSP's local/intraLATA operator service provider to an AT&T operator for placement and completion of the call, or (5) where equipment and facilities permit, is placed by the LSP's subscriber dialing 00 and being directly connected to an AT&T operator for placement and completion of the call.

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EXHIBIT IV
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International Operating Center AT&T Transported Call Type (IOC)

An IOC call is a call which (1) originates from one of the LSP's exchanges, (2) is transported by AT&T, (3) is handled at an AT&T International Operating Center, (4) is rated by AT&T, and (5) is placed by an LSP's subscriber either dialing 01 or 011 before the international telephone number, or (6) dialing either 0 or 00 and being transferred to an AT&T IOC for the placement and completion of the call.

Coin Sent Paid AT&T Transported Call Type (CSP)

A Coin Sent Paid call is a call which (1) originates from a public coin telephone located in any of the LSP's exchanges where the person placing the call pays for the call by inserting coins into the public coin telephone from which the call originates, (2) is transported by AT&T, (3) is recorded by an AT&T Operator Service Position (OSPS), and (4) is rated by AT&T.

CAMA AT&T Transported Call Type (CAMA)

A Centralized Automatic Message Accounting (CAMA) call is a call which (1) originates from one of the LSP's exchanges, (2) is transported by AT&T, and either (3) is recorded at an AT&T OSPS because Operator Number Identification (ONI) of the calling party's telephone number is required due to equipment or facility constraints, or (4) is recorded at an AT&T OSPS due to a failure of an originating end office to record the Automatic Number Identification (ANI) of the calling party for direct dialed customer calls.

In situations where SWBT must purchase source data from an outside vendor in order to provide AUR data for LSP in those instances where Meet Point Billing is applicable between LSP and SWBT, a separate charge will be applicable in accordance with Exhibit III F. 1. This election is indicated below by the placement of a "P" (Purchase) by LSP under each applicable type of AUR Information Call listed.

In situations where SWBT must purchase source data from an outside vendor in order to provide AUR data for the LSP in those instances where Meet Point Billing is not applicable between the LSP and SWBT, a separate charge will be applicable in accordance with Exhibit III F.2. This election is indicated below by the place of a "P" (Purchase) by LSP under each applicable type of AUR Information Call listed.

In situations where SWBT has source information available from SWBT data and the LSP requests SWBT to use such source information, this election is indicated below by the placement of an "S" (SWBT Switch Record) under each applicable type of AUR Information Call listed, and LSP agrees to pay SWBT the applicable charges as set forth in Exhibit III.

In situations where LSP does not wish to be provided any AUR source data for one of more of the call types listed below, this election should be indicated by the placement of an "N" (None) under each applicable type of AUR Information Call listed. There is no charge for this election.

LSP desires SWBT to provide AUR data pertaining to the types of AT&T and/or other EXC transported usage, as specified below, originating from the following NPA/NXXs. The appropriate Source Information Provided charge will apply as set forth in Exhibit III-A.F.

TYPE OF AUR INFORMATION CALL

<u>NPA/NXX</u>	<u>EXCH NAME</u>	<u>0+</u>	<u>0-</u>	<u>CAMA</u>	<u>IOC</u>	<u>CSP</u>	<u>RAO CODE</u>
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EXHIBIT IV
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LSP shall provide SWBT written notice concerning any NPA/NXXs which LSP may add, delete or change in its operating territory as well as the specific types of AUR data required by LSP for each of such NPA/NXXs. LSP will provide such written notice to SWBT at least sixty (60) days prior to the effective date of any such addition, deletion or change. If SWBT does not receive at least sixty (60) days notice, it cannot ensure timely provision of AUR data pertaining to the affected NPA/NXXs.

**APPENDIX RECORDING
EXHIBIT I****SERVICES and ASSOCIATED CHARGES****ORIGINATING 1+ DDD RECORDINGS
IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS**

SERVICE OPTION NUMBER	Assembly & <u>Recording</u>		Message <u>Rating Processing</u>		<u>Provision of Message Detail</u>	<u>Source Information</u>
		<u>Editing</u>				
1	A	B	C	D	E	N/A
2	A	B		D	E	N/A
3	A	B		D	E	N/A

**APPENDIX RECORDING
EXHIBIT I**

SERVICES and ASSOCIATED CHARGES

**ORIGINATING OPERATOR RECORDINGS
IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS**

SERVICE OPTION NUMBER	<u>Recording</u>	Assembly & <u>Editing</u>	<u>Message Rating</u><u>Processing</u>	<u>Provision of Message Detail</u>	<u>Source Information</u>
4	A	B	D	E	
5	A	B	D	E	
6		B	D	E	F1 or F2
7		B	C D	E	

**APPENDIX RECORDING
EXHIBIT I****SERVICES and ASSOCIATED CHARGES****800 SERVICE RECORDINGS
IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS**

SERVICE OPTION NUMBER	Assembly & <u>Recording Editing</u>		<u>Message Rating Processing</u>	<u>Provision of Message Detail</u>	<u>Source Information</u>
8	A	B	D	E	
9	A	B	D	E	
10	A	B	D	E	

**APPENDIX RECORDING
EXHIBIT I**

SERVICES and ASSOCIATED CHARGES

**TERMINATING RECORDINGS
IXC TRANSPORTED ACCESS USAGE RECORDS**

SERVICE OPTION NUMBER	<u>Recording</u>	<u>Assembly & Editing</u>	<u>Message Rating Processing</u>	<u>Provision of Message Detail</u>	<u>Source Information</u>
11	A	B	D	E	
12	A	B	D	E	
13	A	B	D	E	
14	A	B	D	E	
15	A	B	D	E	

EXHIBIT I

SERVICES and ASSOCIATED CHARGES

MESSAGE PROVISIONING IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

SERVICE
OPTION
NUMBER

<u>Recording</u>	Assembly & <u>Editing</u>	Message <u>Rating Processing</u>	Provision of <u>Message Detail</u>	Source <u>Information</u>
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16

E*

*Charging for this option is not applicable under this Agreement if Contracting Company has also signed the Hosting Agreement with Southwestern Bell.

EFFECTIVE DATE: _____

[illegible]

Numerical references are to specific service options listed in Exhibit I.

**APPENDIX RECORDING
EXHIBIT II**

SELECTED SERVICE OPTIONS AND METHOD OF PROVISION

EFFECTIVE DATE: _____

[illegible]

Numerical references are to specific service options listed in Exhibit I.

**APPENDIX RECORDING
EXHIBIT II**

**SELECTED SERVICE OPTIONS
AND METHOD OF PROVISION**

EFFECTIVE DATE: _____

METHOD OF PROVISION:

Circle One:

Data File

9 Track Magnetic Tape

18 Track Magnetic Tape

APPENDIX BCR

APPENDIX BCR
BILLING, COLLECTING AND REMITTING APPENDIX

This Appendix sets forth the terms and conditions that apply to those telecommunications services for which charges are billed and collected by one Local Exchange Carrier (LEC) but earned by another LEC; and to establish procedures for the billing, collecting and remitting of such charges and for compensation for the services performed in connection with the billing, collecting and remitting of such charges.

I. DEFINITIONS

- A. BellCore Client Company Calling Card and Third Number Settlement (BCC CATS) System - Nationwide system used to produce information reports that are used in the settlement of Local Exchange Carrier (LEC) revenues recorded by one BCC (or LEC) and billed to an end user of another BCC (or LEC) as described in accordance with the BellCore Practice BR 981-200-110.
- B. Charges - the amount approved or allowed by the appropriate regulatory authority to be billed to an end user for any of the services described in Section II., rendered by a LEC to an end user.
- C. Compensation - the amount to be paid by one Party to the other Party for billing, collecting and remitting of charges as set forth in Section IV.
- D. IntraLATA - within a Local Access and Transport Area (LATA) - IntraLATA messages are those messages, either intrastate or interstate, which originate and terminate within a LATA. The term "IntraLATA messages," as used herein, shall only include those that qualify for the BellCore Client Company BCC CATS process.
- E. InterLATA - between Local Access and Transport Areas (LATAs) as defined in the FCC's CC Docket No. 78-72. InterLATA messages are those messages which originate in one LATA and terminate in a different LATA. The term "InterLATA messages" as used herein, shall only include those that qualify for the BellCore Client Company BCC CATS process.
- F. Local Exchange Carrier (LEC) - as used in this Appendix shall mean those Local Exchange Carriers or Local Service Providers using BCC CATS as a message tracking system.
- G. Local Message - Local messages are those messages which originate and terminate within the area defined as the local service area of the station from which the message originates.
- H. Revenues - the sum of all or part of the charges as defined above.

II. SCOPE OF APPENDIX

This Appendix shall apply to procedures for the billing, collecting and remitting of revenues (and compensation to either Party for billing, collecting and remitting of such revenues) derived from the following services:

- 1) LEC-carried (traffic transported by facilities belonging to a LEC) local messages of the following types:
 - a. Local Message Service Charges Billed to a Calling Card or to a Third Number.
 - b. Directory Assistance Calls Charged to a Calling Card or to a Third Number.
 - c. Public Land Mobile Radiotelephone Transient-Unit Local Message Service
(Mobile Channel Usage Link Charge).
 - d. Maritime Mobile Radiotelephone Service and Aviation Radiotelephone Service (Marine, Aircraft, High Speed Train Radio Link Charges).
- 2) LEC-carried Interstate IntraLATA and Interstate InterLATA telecommunications services that qualify for and flow through the BCC CATS process as addressed in the BellCore Practice BR 981-200-110, of the following types:
 - a. Interstate IntraLATA Toll Service carried by an LEC and charged to a Calling Card or a Third Number.
 - b. Interstate InterLATA Toll Service carried by an LEC and charged to a Calling Card or a Third Number.
 - c. Radio Link Charges where service is provided by one LEC and billed by another LEC.

III. RESPONSIBILITIES OF THE PARTIES

- A. LSP agrees to bill, collect and remit to SWBT the charges for the services described in Section II. which are provided by any LEC (including SWBT), to be billed to end users of the LSP.
- B. In those cases in which the charges for the services listed in Section II. are due any LEC other than SWBT, SWBT will arrange to transfer these charges to the appropriate company in accordance with accepted industry standards.

- C. Charges for the services listed in Section II. which are to be billed, collected and remitted by LSP shall be remitted by LSP to SWBT within 30 days of the date of the bill.
- D. SWBT agrees to bill, collect and remit to LSP the charges for the services described in Section II. provided and earned by LSP when charges are to be billed by another LEC (including SWBT) to its respective end users.
- E. Charges for the services listed in Section II. to be billed, collected and remitted by SWBT or any other LEC shall be remitted by SWBT to the LSP within 30 days of the date of the bill.
- F. The full amount of the charges transmitted to either Party for billing, collecting and remitting shall be remitted by the Party whose end users are being billed, without setoff, abatement or reduction for any purpose, other than to deduct the compensation, as described in Section IV, due the Party for performing the end user billing function. The Party billing the end user shall be responsible for all uncollectible amounts related to the services described in Section II.
- G. Each Party will furnish to the other such information as may be required for monthly billing and remitting purposes.

IV. COMPENSATION

Each Party will compensate the other Party in the amount of \$.08 for each charge billed for any service described in Section II. 1) by a billing Party and subsequently remitted by such billing Party to the other Party hereto. Each party will compensate the other Party in the amount of \$.05 for each charge billed for any service described in Section II. 2) by a billing party and subsequently remitted by such billing Party to the other Party hereto. Such compensation shall be paid (unless a Party has collected such compensation as described in Section III.F. above) within 30 days of the date of a bill for such compensation by the Party performing the billing, collecting and remitting functions described in Section III.

APPENDIX PRICE

**Price Schedule
Brooks - Missouri**

	<u>Zone A</u>	<u>Monthly/MOU Rates</u> <u>Zone B</u>	<u>Zone C</u>	<u>Nonrecurring Charge</u> <u>Initial Additional</u>	
Network Interface Device (NID)					
Disconnect Loop from inside wiring, per NID	N/A	N/A	N/A	\$60.40	\$30.20
Unbundled Loops					
2-Wire Analog	\$42.65	\$27.10	\$16.95	\$53.20	\$22.65
Conditioning for dB Loss	\$6.85	\$6.85	\$6.85	\$46.45	\$17.50
4-Wire Analog	\$85.30	\$54.20	\$33.90	\$53.20	\$22.65
2-wire Digital	\$84.35	\$59.70	\$44.40	\$117.80	\$61.65
4-wire Digital	\$167.10	\$152.15	\$135.25	\$278.65	\$110.00
Loop Cross Connects					
Analog Loop to Collocation					
2-wire cross connect	\$2.15	\$2.15	\$2.15	\$71.25	\$67.80
4-wire cross connect	\$4.20	\$4.20	\$4.20	\$84.35	\$80.90
Digital Loop to Collocation					
2-wire cross connect	\$2.15	\$2.15	\$2.15	\$71.25	\$67.80
4-wire cross connect	\$11.35	\$11.35	\$11.35	\$84.35	\$80.90
Analog Loop to Multiplexer / Interoffice					
2-wire cross connect	\$5.05	\$5.05	\$5.05	\$104.85	\$96.35
4-wire cross connect	\$6.80	\$6.80	\$6.80	\$122.95	\$114.45
Digital Loop to Multiplexer / Interoffice					
2-wire cross connect	\$12.10	\$12.10	\$12.10	\$104.85	\$96.35
Analog Loop to DCS / Switch Port					
2-wire cross connect	NC	NC	NC	NC	NC
4-wire cross connect	NC	NC	NC	NC	NC
Digital Loop to DCS / Switch Port					
2-wire cross connect	NC	NC	NC	NC	NC
4-wire cross connect	NC	NC	NC	NC	NC
Local Switching					
Interim Structure					
Within the Same Central Office					
Per Originating or Terminating MOU	\$0.005510	\$0.006728	\$0.006841	N/A	N/A
Between Different Central Offices					
Per Originating or Terminating MOU	\$0.012929	\$0.015253	\$0.015553	N/A	N/A
Long Term Structure					
Per Originating or Terminating MOU	\$0.005510	\$0.006728	\$0.006841	N/A	N/A
Customized Routing	ICB	ICB	ICB	ICB	ICB
Port Charge Per Month					
Analog Line Port	\$3.40	\$3.40	\$3.40	\$81.90	\$73.45
Analog Trunk Side (DID)	\$23.85	\$23.85	\$23.85	\$140.70	—
BRI Port	\$6.70	\$6.70	\$6.70	\$13.30	\$7.25
PRI Port	\$198.70	\$198.70	\$198.70	\$441.10	\$202.60
Feature Activation per Port Type	ICB	ICB	ICB	ICB	ICB
Centrex-like System Charges	ICB	ICB	ICB	ICB	ICB
EAS Port Additive	\$24.80	\$24.80	\$24.80	NA	NA
Tandem Switching					
per Minute Of Use	\$0.002795	\$0.002795	\$0.002795	—	—

	Monthly/MOU Rates			Nonrecurring Charge	
	<u>Zone A</u>	<u>Zone B</u>	<u>Zone C</u>	<u>Initial</u>	<u>Additional</u>
Common Transport per Minute Of Use	\$0.000511	\$0.000399	\$0.000473	—	—
Dedicated Transport Entrance Facility:					
DS1	\$148.95	\$148.95	\$148.95	\$628.00	\$456.00
DS3	\$1,805.00	\$1,805.00	\$1,805.00	\$637.00	\$496.00
Interoffice Transport:					
DS1 First Mile	\$69.00	\$69.00	\$69.00	\$408.00	\$314.00
Each Additional Mile	\$17.70	\$17.70	\$17.70	N/A	N/A
DS3 First Mile	\$933.00	\$933.00	\$933.00	\$473.00	\$341.00
Each Additional Mile	\$118.00	\$118.00	\$118.00	N/A	N/A
Dedicated Transport Cross Connects					
Voice Grade 2-wire	NC	NC	NC	NC	NC
Voice Grade 4-wire	NC	NC	NC	NC	NC
DS0 to DCS	NC	NC	NC	NC	NC
DS1	NC	NC	NC	NC	NC
DS3	NC	NC	NC	NC	NC
Digital Cross-Connect System					
DCS Port Charge					
DS0	\$12.00	\$12.00	\$12.00	\$20.00	N/A
DS1	\$45.14	\$45.14	\$45.14	\$43.00	N/A
DS3	\$490.05	\$490.05	\$490.05	\$32.00	N/A
DCS Establishment Charge	N/A	N/A	N/A	\$1,722.00	N/A
Database Modification Charge	N/A	N/A	N/A	\$80.00	N/A
Reconfiguration Charge	N/A	N/A	N/A	\$1.25	N/A
800 Database					
Toll Free Database Query	\$0.001020	per Message/Query			
Designated 10-Digit Translation	NC	per Message/Query			
Call Validation	NC	per Message/Query			
Call Handling and Destination	\$0.000140	per Message/Query			
Service Order Charges - Unbundled Elements	Simple	Complex			
New Service	\$60.00	\$245.00			
Change	\$58.00	\$136.00			
Record	\$36.00	\$114.00			
Disconnect	\$30.00	\$65.00			
	Nonrecurring Charge				
Maintenance of Service Charges	<u>Initial</u>	<u>Additional</u>			
Basic Time	\$30.93	\$21.32	per 1/2 hr. or fraction thereof		
Overtime	\$36.35	\$26.73	per 1/2 hr. or fraction thereof		
Premium Time	\$41.77	\$32.15	per 1/2 hr. or fraction thereof		
Time and Material Charges					
Basic Time	\$30.93	\$21.32	per 1/2 hr. or fraction thereof		
Overtime	\$36.35	\$26.73	per 1/2 hr. or fraction thereof		
Premium Time	\$41.77	\$32.15	per 1/2 hr. or fraction thereof		

APPENDIX OSS

Appendix OSS

ACCESS to OPERATIONS SUPPORT SYSTEMS FUNCTIONS

1. General Conditions

1.1 This Appendix sets forth the terms and conditions under which SWBT provides nondiscriminatory access to SWBT's operations support systems "functions" to LSP for pre-ordering, ordering, provisioning, maintenance repair and billing. Such functions will be made available as described herein for Resold Services, as provided in Appendix Resale, and for Unbundled Network Elements (UNE), as provided in Appendix UNE.

1.2 The functions, for Resale and UNE, will be accessible via electronic interface, as described herein, where such functions are available. Manual access will be available to all pre-ordering, ordering, provisioning, and billing functions via the Local Service Provider Service Center (LSPSC). Repair and Maintenance functions are available via manual handling by the Local Service Provider Center (LSPC).

1.3 LSP agrees to utilize SWBT electronic interfaces, as SWBT defines in its requirements, only for the functions described herein for the purposes of establishing and maintaining Resale services or UNE. LSP agrees that such use will comply with SWBT's Operating Practice No. 113, Protection of Electronic Information.

1.4 LSP acknowledges and agrees that access to OSS functions will only be utilized to view end-user Customer Proprietary Network Information under the conditions set forth and agreed to in Exhibit A.

1.5 By utilizing electronic interfaces to access OSS functions, LSP acknowledges and agrees to perform accurate and correct billing functions that occur during ordering per the terms of this Agreement. Further, LSP recognizes that such billing functions for conversion orders require viewing CPNI as described in 1.4 above. All exception handling must be requested manually from LSPSC.

1.6 In areas where Resale and UNE service order transactions cannot be provided via an electronic interface for the pre-order, ordering and provisioning processes, SWBT and LSP will utilize manual work around processes until such time as the transactions can be electronically transmitted.

1.7 SWBT will provide a help desk function for electronic system interfaces.

1.8 SWBT and LSP will jointly establish interface contingency and disaster recovery plans for the pre-order, ordering and provisioning of SWBT's Resale services and UNE.

1.9 Where SWBT offers access to systems or interfaces that LSP may use to access OSS functions, SWBT reserves the right to modify any system or interface as it deems necessary.

1.10 If LSP elects to utilize industry standardized electronic interfaces for Resale or UNE, SWBT and LSP agree to work together in the Order and Billing Forum (OBF) and the Telecommunications Industry Forum (TCIF) to establish and conform to uniform industry standards for electronic interfaces for pre-order, ordering, and provisioning. Neither Party waives its rights as participants in such forums in the implementation of the standards. To achieve industry standard system functionality as quickly as possible, the Parties acknowledge that SWBT may deploy these interfaces with requirements developed in advance of industry standards. Thus, subsequent modifications may be necessary to comply with emerging standards. LSP and SWBT are individually responsible for evaluating the risk of developing their respective systems in advance of standards and agree to support their own system modifications to comply with new requirements.

2. Pre-Order

2.1 SWBT will provide access to pre-order functions to support LSP ordering of Resale services and UNE via several electronic interfaces. The parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. The following lists represent pre-order information that will be available to LSP so that LSP order requests may be created to comply with SWBT ordering requirements.

2.2 Pre-ordering functions for Resale services will include:

2.2.1 customer name, billing address and residence or business address, billed telephone numbers and features and services available in the end office where the customer is provisioned;

2.2.2 features and services to which the customer subscribes (LSP agrees that LSP's representatives will not access the information specified in this Subsection until after the customer requests that the customer's local exchange service provider be changed to LSP and such request complies with conditions of Exhibit A.)

2.2.3 a telephone number (if the customer does not have one assigned) with the customer on-line.

2.2.4 if a service call is needed to install the line or service;

2.2.5 service availability dates to the customer;

2.2.6 information regarding the dispatch / installation schedule, if applicable;

2.2.7 PIC options for intraLATA toll (when available) and interLATA toll;

2.2.8 address verification.

2.3 Pre-ordering functions for UNE will include:

2.3.1 customer name, billing address and residence or business address, billed telephone numbers and features and services available in the end office where the customer is provisioned;

2.3.2 features and services to which the customer subscribes (LSP agrees that LSP's representatives will not access the information specified in this Subsection until after the customer requests that the customer's local exchange service provider be changed to LSP, and such request complies with conditions of Exhibit A.)

2.3.3 telephone number (if the customer does not have one assigned) with the customer on-line;

2.3.4 PIC options for intraLATA toll (when available) and interLATA toll;

2.3.5 address verification;

2.3.6 channel facility assignment (CFA), network channel (NC), and network channel interface (NCI) data.

2.4. Electronic Access to Pre-Order Functions: Upon request by LSP for electronic access to pre-ordering functions, SWBT will provide LSP access to one or more of the following systems:

2.4.1 Resale Services Pre-order System Availability:

2.4.1.1 Residential Easy Access Sales Environment (R-EASE): R-EASE is an ordering entry system to which SWBT will provide LSP access for the functions of pre-ordering SWBT's Resale services so long as EASE is utilized to order SWBT Residential Resale Services.

2.4.1.2 Business Easy Access Sales Environment (EASE): B-EASE is an ordering entry system to which SWBT will provide LSP access for the functions of pre-ordering SWBT's Resale services so long as such access is utilized to order SWBT's Business Resale Services.

2.4.2 Resale and UNE Pre-order System Availability:

2.4.2.1 DataGate: DataGate is transaction based data query system to which SWBT will provide LSP access for the functions of gathering pre-ordering information to support industry standardized ordering processes for Residential and Business Resale services. When ordering Resale services or UNE, LSP's representatives will have access to a pre-order electronic gateway provided by SWBT for both consumer and business customers that provides real-time access to SWBT's operations systems. This gateway shall be a Telecommunications Protocol/Internet Protocol (TCP/IP) gateway and will allow the LSP representatives to perform the pre-order functions for Resale services and UNE, as described above. SWBT and LSP agree to work together to develop and implement an electronic communication interface that will replace this initial pre-order electronic interface consistent with industry standards developed by the OBF and the TCIF.

2.4.2.2 VERIGATE is an Access Service Pre-order system that will also provide access to the pre-ordering functions for Resale Services and UNE. VERIGATE may be used in connection with electronic or manual ordering. VERIGATE provides the UNE pre-order capability of identifying CFA information, NC, and NCI codes that are associated with order requirements for UNE.

2.5 Other Pre-order Function Availability:

2.5.1 Where due dates are not available electronically, SWBT will provide LSP with due date interval for inclusion in the service order request.

2.5.2 In addition to electronic interface access to pre-order information, upon request, SWBT will provide LSP pre-order information in batch transmission for the purposes of back-up data for periods of system unavailability. The parties recognize such information must be used to construct order requests only in exception handling.

3. Ordering/Provisioning

3.1 SWBT will provide access to ordering functions to support LSP provisioning of Resale services and UNE via several electronic interfaces. Upon request, for electronic access to ordering functions, SWBT will provide LSP access to one or more of the following systems or interfaces:

3.2 Resale Services Order Request System Availability:

3.2.1 R-EASE is available for the generation of Residential Resale services orders. Ordering Flows will be available via these systems for the following ordering functions:

Conversion (as is or with changes); Change (Features, Listings, Long Distance); New Connect; Disconnect; From and To (change of premises with same service).

3.2.2 B-EASE is available for the generation of Business Resale services orders. Ordering Flows will be available via these systems for the following ordering functions: Conversion (as is or with changes); Change (Features, Listings, Long Distance); New Connect; Disconnect; From and To (change of premises with same service).

3.2.3 SWBT will provide LSP with an Electronic Data Interexchange (EDI) Interface for transmission of industry standardized Resale service order requests in formats as defined by the Ordering and Billing Forum (OBF) and EDI mapping as defined by TCIF. LSPs requesting EDI ordering functionality will be made available with functionality as negotiated and implemented in timeframes mutually acceptable to SWBT and LSP.

3.3 UNE Service Order Request Ordering System Availability:

3.3.1 In ordering and provisioning UNE, LSP and SWBT will utilize mutually agreeable standard industry order formats and data elements developed by OBF and TCIF EDI. Where industry standards do not currently exist for the ordering and provisioning of UNE, LSP and SWBT agree to jointly develop a form for ordering Common-Use UNE. Common-Use UNE, including, without limitation, tandem switching, signaling and call-related databases, Operator Services and DA, and Operations Support Systems, shall be ordered in a manner that is consistent with OBF Access Service Request Process; in addition customized routing will be ordered in the same manner. Customer Specific UNE, including, Local Loop (which includes NID), and unbundled Local Switching, and Interim Number Portability will be ordered consistent with the OBF Local Service Request (LSR) process.

3.4 SWBT will provision Resale Services and UNE as prescribed in LSP order requests. Access to status on such orders of Resale services and UNE will be provided via the following electronic interfaces:

3.5 Customer Network Administration (CNA) will allow LSP to check service order status via CNA.

3.5.1 In cases of industry standardized EDI ordering, SWBT will provide to LSP an EDI electronic interface for transferring and receiving orders, Firm Order Confirmation (FOC), service completion, and, as available, other provisioning data and information. SWBT will provide LSP with a FOC for each Resale and UNE. The FOC will contain but is not necessarily limited to: purchase order number, telephone number, Local Service Request number, due date, Service Order number, and completion date. Upon work completion, SWBT will provide LSP with an 855 EDI transaction based Order Completion that states when that order was completed. When available, SWBT will provide LSP an 865 EDI transaction based Order Completion.

3.6 A file transmission may be provided to confirm order completions for R-EASE or B-EASE order processing. This file will provide service order information of all distributed and completed orders for LSP, regardless of order entry mechanism.

4. Maintenance/Repair

4.1 Two electronic interfaces are accessible to place, and check the status of, trouble reports for both Resale and UNE. Upon request, LSP may access these functions via the following methods:

4.1.1 Customer Network Administration (CNA) system access provides LSP with SWBT software that allows LSP to submit trouble reports and subsequently check status on trouble reports for LSP end-users. CNA will provide ability to review the maintenance history of a converted Resale LSP account.

4.1.2 Electronic Bonding Interface (EBI) is an industry standardized interface that is available for trouble report submission and status updates. This EBI will conform to ANSI standards T1.227:1995 and T1.228:1995, Electronic Communications Implementation Committee (ECIC) Trouble Report Format Definition (TFRD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all standards referenced within those documents, as mutually agreed upon by LSP and SWBT. Functions currently implemented will include Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification, and Cancel Trouble Report, as explained in 6 and 9 of ANSI T1.228:1995. LSP. SWBT will exchange requests over a mutually agreeable X.25-based network.

5. Billing

5.1 SWBT shall bill LSP for resold services and UNE. SWBT shall send associated billing information to LSP as necessary to allow LSP to perform billing functions. At minimum SWBT will provide LSP billing information in a paper format or via magnetic tape, as agreed to between LSP and SWBT.

5.2 Upon request, electronic access to billing information for Resale Services will also be available via the following interfaces:

5.2.1 LSP may receive a mechanized bill format via the industry standards EDI.

5.2.2 LSP may also view billing information through the CNA system.

5.2.3 SWBT shall provide the Usage/Toll Billable Records for Resale Services via EMR industry standard format with a daily feed.

5.3 Upon request, electronic access to billing information for UNE will also be available via the following interfaces:

5.3.1 SWBT will make available a mechanized bill data tape (local) format by February 1997.

5.3.2 LSP may also view billing information through the CNA system.

5.3.3 SWBT shall provide the Usage/Toll Billable Records for UNE via EMR industry standard format with a daily feed.

6. Remote Access Facility

6.1 LSP may access SWBT's OSS functions via a Remote Access Facility (RAF) located in Dallas, Texas. RAF access will be required for LSP access to OSS functions for purposes of competitive activities. EASE, CNA, DATAGATE and VERIGATE will require access via the RAF.

6.2 LSP may use two types of access: Switched and Private Line. For Private Line connections, LSP shall provide its own router, circuit, and two Channel Service Units/Data Service Units (CSU/DSU). The demarcation point shall be the router interface at the RAF. Switched Access connections require LSP to provide its own modems and connection to the SWBT RAF. LSP shall pay the cost of the call if Switched Access is used.

6.3 LSP shall use TCP/IP to access SWBT OSS via the RAF. In addition, each LSP shall have a valid Internet Protocol (IP) network address. A user-id/ password unique to an LSP shall be maintained to access SWBT OSS's. LSP shall provide estimates regarding its volume of transactions, number of concurrent users, desired number of private line or dial-up (switched) connections, and length of a typical session.

6.4 LSP shall attend and participate in implementation meetings to discuss LSP RAF access plans in detail and schedule testing of such connections. SWBT shall make a Help Desk function available to assist LSP on an ongoing basis in accessing SWBT OSS's over the RAF.

7. Operational Readiness Test (ORT) for Ordering/Provisioning

7.1 SWBT will participate with LSP in Operational Readiness Testing (ORT), which will allow for the testing of the systems, interfaces, and processes for the ordering and

provisioning of Resale services. ORT will be completed in conformance with agreed upon implementation dates.

8. Rates

8.1 LSP requesting access to one or more of the SWBT OSS functions agrees to pay rates set forth below for the following elements:

System Access	\$ 3,345.00 / month
Remote Access Facility	
Direct Connection Per Port	\$ 1,580.00 / month
Dial Up Per Port	\$ 316.00 / month
Usage Billable Records	\$ 0.003/message

Should unforeseen modifications and costs to provision OSS functions become required by SWBT or industry standards, SWBT reserves the right to modify its rate structure. In addition, should LSP request custom development of an exclusive interface to support OSS functions, such development will be considered by SWBT on an Individual Case Basis (ICB) and priced as such.

Exhibit A - Appendix OSS

**Blanket Certification for End-User Authorization for Release of
Customer Proprietary Network Information (CPNI)**

The undersigned hereby agrees:

Before it may obtain CPNI of an end-user, whether via an independent request or in the course of ordering SWBT's network elements or services via manual and/or mechanized interfaces, the undersigned must, at least, certify that "yes" (Y) it has obtained Authorization for Release of CPNI and provide the name of the individual authorizing the release of CPNI. By these indications, the undersigned affirms that a current Authorization for the Release of CPNI has been obtained from an end-user and that it includes the expressed content of the language, "Minimum Scope." SWBT will then provide the CPNI referenced herein.

Minimum Scope: Authorization for the release of CPNI

- 1) An affirmative written request that substantially reflects the following: "This document serves as instruction to all holders of my local exchange telecommunications Customer Proprietary Network Information (CPNI) to provide such information to the undersigned. I understand that this CPNI includes the following information: Billing Name, Service Address, Billing Address, Service and Feature subscription, Directory Listing Information, and Long Distance Carrier Identity. This Agency remains in effect until such time that I revoke it directly or appoint another individual/company with such capacity and undersigned receives notice to disconnect my local exchange service or notice that a service disconnect has been performed. At such time, this Agency is null and void."

or

- 2) Authorization for change in local exchange service and release of CPNI with documentation that adheres to all requirements of state and federal law, as applicable.

Signed

Name (Typed/Printed)

Title

Company

Date

KANSAS CITY, MISSOURI

SWBT OPTIONAL CALLING AREAS

- FARLEY
- SMITHVILLE
- EXCELSIOR SPRINGS
- RICHMOND
- GRAIN VALLEY
- GREENWOOD
- ARCHIE

ILEC MANDATORY AREAS

- FERRELVUE

SPRINGFIELD, MISSOURI

SWBT OPTIONAL CALLING AREAS

- WALNET GROVE
- ASH GROVE
- MARIONVILLE

**STATE OF MISSOURI
PUBLIC SERVICE COMMISSION**

At a session of the Public Service Commission held at its office in Jefferson City on the 15th day of July, 1997.

In the Matter of the Application of Brooks Fiber
Communications of Missouri, Inc. for Approval of
an Interconnection Agreement Under the Telecom-
munications Act of 1996.

In the Matter of the Application of Brooks Fiber
Communications of Missouri, Inc. for Approval of
a Resale Agreement Under the Telecommunications
Act of 1996.

**ORDER GRANTING REHEARING, CONSOLIDATING CASES,
AND APPROVING RESALE APPENDIX**

Brooks Fiber Communications of Missouri, Inc. (formerly known as Brooks Fiber Communications of Kansas City, Inc.)¹ (Brooks Fiber) and Southwestern Bell Telephone Company (SWBT) filed an application for approval of a Resale Agreement between them in Case No. TO-97-304 on February 7, 1997. While that application was pending, on February 19, the same parties filed an application for approval of an Interconnection Agreement in Case No. TO-97-334. The proposed Interconnection Agreement included a Resale Appendix that the parties sought to have approved in lieu of the Resale Agreement filed in TO-97-304.

Rather than move for consolidation of the two cases or for dismissal of Case No. TO-97-304, the parties allowed both cases to proceed.

1 The Commission acknowledged the change of name in its Order Approving Tariff and Acknowledging Name Change issued on July 8, 1997, in Case No. TA-96-438.

The Commission approved the Resale Agreement in Case No. TO-97-304 on April 18. The Commission's order included a directive that any amendments or modifications to the Resale Agreement be submitted for approval pursuant to standard procedures set out in detail in the order.

The Staff of the Commission (Staff) filed a memorandum in Case No. TO-97-334 on May 9, recommending that the Interconnection Agreement be approved and that the Resale Appendix thereto be approved as a substitute for the Resale Agreement approved only 21 days earlier. The Commission issued its order in TO-97-334 on May 15 approving the Interconnection Agreement but rejecting the Resale Appendix for failure to comply with the Commission's order regarding modifications issued in TO-97-304.

Brooks Fiber filed two pleadings on May 27: an application for rehearing of the order rejecting the Resale Agreement, and a motion to consolidate TO-97-304 with TO-97-334. Brooks asked the Commission to grant rehearing, approve the Resale Appendix (Case No. TO-97-334) as a substitute for the Resale Agreement (Case No. TO-97-304), and consolidate the cases so the parties' entire agreement can be in one document. No responsive pleadings were filed.

The Commission has reviewed the case papers and the pleadings of the parties, and finds that it is in the public interest to grant rehearing, consolidate these two cases, and approve the Resale Appendix (Case No. TO-97-334) as a replacement for the Resale Agreement originally approved in Case No. TO-97-304. The Commission takes this action to minimize confusion for end users and to simplify the Commission's records. The Telecommunications Act of 1996 has resulted in a proliferation of competitive telecommunications filings with the Commission. Companies wishing to participate in the competitive market would do well to proceed

in an organized and logical fashion that would avoid the type of unnecessary filings that have occurred in these cases.

IT IS THEREFORE ORDERED:

1. That Case No. TO-97-304 and Case No. TO-97-334 are consolidated. Case No. TO-97-334 is the lead case. Any further filings of any kind regarding the Interconnection Agreement and Resale Appendix between Southwestern Bell Telephone Company and Brooks Fiber Communications of Missouri, Inc. shall be filed in TO-97-334.

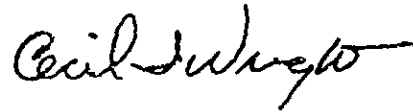
2. That the Application for Rehearing of Brooks Fiber Communications of Missouri, Inc. filed on May 27, 1997, is granted to the extent that the Resale Appendix submitted in Case No. TO-97-334 is approved and shall be effective in lieu of the Resale Agreement approved in Case No. TO-97-304.

3. That the condition for approval of the Interconnection Agreement filed in Case No. TO-97-334, i.e., that the Commission rule on the Motion for Approval of Change of Name filed in the case, has been satisfied.

4. That in all other respects, including the required procedures for modifications or amendments to approved agreements, the Commission's order in Case No. TO-97-334, issued on May 15, 1997, remains in full force and effect.

5. That this order shall become effective on July 25, 1997.

BY THE COMMISSION

A handwritten signature in dark ink, appearing to read "Cecil I. Wright", with a long horizontal flourish extending to the right.

Cecil I. Wright
Executive Secretary

(S E A L)

Zobrist, Chm., Crumpton,
Drainer, Murray and Lumpe,
CC., concur.

ALJ: Wickliffe

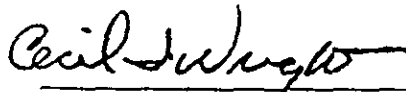
**STATE OF MISSOURI
OFFICE OF THE PUBLIC SERVICE COMMISSION**

I have compared the preceding copy with the original on file in this office and

I do hereby certify the same to be a true copy therefrom and the whole thereof.

WITNESS my hand and seal of the Public Service Commission, at Jefferson City,

Missouri, this 15 day of July, 1997.



**Cecil I. Wright
Executive Secretary**

**STATE OF MISSOURI
PUBLIC SERVICE COMMISSION
JEFFERSON CITY**

July 15, 1997

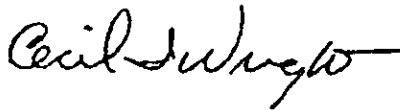
CASE NO: TO-97-334; TO-97-304

**Carl J. Lumley, Leland B. Curtis, Curtis, Oetting, Heinz, Garrett & Soule, 130 S. Bemiston,
Suite 200, St. Louis, MO 63105**

**Paul G. Lane, Leo J. Bub, Anthony K. Conroy, Diana J. Harter, Southwestern Bell
Telephone Company, 100 N. Tucker Blvd., Room 630, St. Louis, MO 63101-1976**

Enclosed find certified copy of ORDER in the above-numbered case(s).

Sincerely,



**Cecil L. Wright
Executive Secretary**

Uncertified Copy:

Office of the Public Counsel, P.O. Box 7800, Jefferson City, MO 65102

**Edward J. Cadieux, Director, Regulatory Affairs-Central Region, Brooks Fiber Communications
of Missouri, Inc., 425 Woods Mill Rd. South, Suite 300, Town and Country, Missouri 63017**

**STATE OF MISSOURI
PUBLIC SERVICE COMMISSION**

At a session of the Public Service
Commission held at its office
in Jefferson City on the 15th
day of May, 1997.

In the Matter of the Application of Brooks)	
Fiber Communications of Missouri, Inc. for)	<u>CASE NO. TO-97-334</u>
Approval of an Interconnection Agreement)	
Under the Telecommunications Act of 1996.)	

**ORDER CONDITIONALLY APPROVING INTERCONNECTION AGREEMENT
AND REJECTING RESALE APPENDIX**

Brooks Fiber Communications of Missouri, Inc. (Brooks) filed an application on February 19, 1997, for approval of an interconnection agreement (the Agreement) between Brooks and Southwestern Bell Telephone Company (SWBT). The Agreement was filed pursuant to Section 252(e)(1) of the Telecommunications Act of 1996 (the Act). *See* 47 U.S.C. § 251, *et seq.* Brooks wants to resell local exchange service and provide facilities-based, or partially facilities-based services to residential, business and wholesale end users. Brooks filed supplemental agreements on March 26 providing for collocation at certain central offices.

SWBT filed an application to intervene which was granted on April 1. The Commission Staff (Staff) filed a Memorandum on May 9 recommending that the Agreement be approved. The Commission permitted interested parties an opportunity to participate and to file comments in this case. Other than SWBT, a signatory to the Agreement, no applications to participate were made and no comments were filed. Therefore, the Commission may act on the application without conducting a hearing. *State*

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

Discussion

General Discussion:

Under the provisions of Section 252(e) of the Federal Telecommunications Act of 1996 the Commission 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 is discriminatory or is inconsistent with the public interest, convenience and necessity.

Staff stated in its recommendation that the terms of this Agreement are basically the same as the interconnection agreement between SWBT and Intermedia Communications, Inc. approved by the Commission on March 7 in Case No. TO-97-260. The Agreement between Brooks and SWBT is to become effective on Commission approval and the initial term runs from approval until December 31, 1998. A party wishing to renegotiate the terms must make a written request for negotiation after March 31, 1998. The Agreement will remain in effect until a new agreement between the parties becomes effective, or until the Commission determines that interconnection shall be by tariff rather than contract and both parties have effective interconnection tariffs.

The Agreement permits Brooks to provide service as a reseller or as a facilities-based, or partially facilities-based, provider. The Agreement includes several interconnection possibilities: Mid-span Fiber, physical or virtual collocation, SONET-based interconnection, or leased

facilities. The Agreement permits the companies to institute other mutually agreed-upon means of interconnection in the future. The parties agree to methods of intercompany compensation for termination of local traffic, transit traffic, optional area traffic, and intraLATA and interLATA interexchange traffic, as defined by the Agreement.

SWBT agrees to make available to Brooks customers nondiscriminatory access to 911 and E911 (enhanced 911) service pursuant to Appendix 911 of the Agreement. SWBT also agrees to make available intraLATA toll dialing parity in accordance with Section 251(b)(3) of the Telecommunications Act. The Agreement provides for a \$25.00 intercompany conversion charge when a customer switches from SWBT to Brooks, and for an informal dispute resolution process for issues that arise between the signatories.

The Staff stated in its recommendation that the Agreement meets the limited requirements of the Telecommunications Act of 1996 in that it does not appear to be discriminatory toward nonparties, and does not appear to be against the public interest, convenience or necessity. Staff recommended approval of the Agreement provided that all modifications to the Agreement be submitted to the Commission for approval. This condition has been applied to similar interconnection agreements.

Modification Procedure:

In previous cases the Commission has set out the procedures for maintaining an interconnection agreement and approving changes. First, all agreements, with any changes or modifications, should be accessible to the public at the 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 Brooks to provide Staff with a copy of the 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 Brooks of any modifications or changes to the Agreement. These changes or modifications will be substituted in the Agreement, so they should contain, in the lower right-hand corner, 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 official 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 make a recommendation. The Commission, if necessary, will allow for responses and then will rule on the pleadings unless it determines a hearing is necessary.

The above-described procedures should accomplish the two goals of the Commission and still allow for expeditious handling of changes or modifications to the agreements.

Resale Appendix:

The Commission approved a Resale Agreement between Brooks and SWBT in Case No. TO-97-304 (First Resale Agreement). The parties submitted a Resale Appendix as a part of the Agreement at issue in this case which, according to its terms, would supersede the First Resale Agreement. The Commission's order in TO-97-304, issued on April 18, 1997, requires any changes or modifications to the First Resale Agreement to be approved by the Commission and sets out a procedure for that purpose. The Commission's goals in establishing the procedure were to make sure that all interconnection agreements, including any modifications, be made accessible to the public at Commission offices, and to enable the Commission to maintain a complete record of interconnection agreements and their modifications. Brooks and SWBT are attempting to modify substantially the Resale Agreement without submitting the modifications in the original case. While the parties may submit their modifications under Case No. TO-97-304 for Commission approval after review, it is inconsistent with the public interest to permit modification without following the established procedures. The Resale Appendix submitted in this case will not be approved or permitted to supersede the currently approved First Resale Agreement.

Name Change:

Brooks stated in a footnote to its application that it had changed its corporate name from "Brooks Fiber Communications of Kansas City, Inc." to "Brooks Fiber Communications of Missouri, Inc." Brooks used the new

name in the caption of this case. However, Brooks had made no filing with the Commission formally advising the Commission of, and alerting the public to, the change of name. Brooks filed a Motion for Approval of Change of Name in Case No. TA-96-438 on May 13, 1997. Approval of the interconnection Agreement must be contingent upon the Commission's ruling on that motion.

Findings of Fact

The Missouri Public Service Commission, having considered all of the competent and substantial evidence upon the whole record, finds:

A. That the negotiated interconnection agreement submitted by the parties, with the exception of the Resale Appendix, 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;

B. That the Resale Appendix, intended to supersede the Resale Agreement approved in Case No. TO-97-304, was improperly submitted and cannot be approved in the context of this case;

C. That approval of the interconnection agreement must be conditioned upon the Commission's ruling on the Motion for Approval of Change of Name filed by Brooks in Case No. TA-96-438;

D. That all modifications to the approved Agreement must be submitted for Commission approval following the procedures outlined in the Discussion section of this Order.

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) and (2)(A) of the Federal Telecommunications Act of 1996, 47 U.S.C. 252(a)-(e), is required to review negotiated interconnection agreements, and may only reject an agreement upon a finding that its implementation would be discriminatory to a nonparty or inconsistent with the public interest, convenience and necessity. Based upon its review of the interconnection Agreement between Brooks and SWBT and its findings of fact, the Commission concludes that the Agreement, with the exception of the Resale Appendix, is neither discriminatory nor inconsistent with the public interest and should be approved. Approval of the Resale Appendix would be inconsistent with the public interest and in contravention of the Commission's order in Case No. TO-97-304.

IT IS THEREFORE ORDERED:

1. That the interconnection agreement, with the exception of the Resale Appendix, between Brooks Fiber Communications of Missouri, Inc. and Southwestern Bell Telephone Company filed on February 19, 1997, is conditionally approved.

2. That the approval in Ordered Paragraph 1 is conditioned upon the Commission's ruling on the Motion for Approval of Change of Name filed in Case No. TA-96-438 filed by Brooks Fiber Communications of Kansas City, Inc. The parties shall not conduct business on the basis of the interconnection agreement approved herein until the Commission acknowledges the change of corporate name by order or notice.

3. That the Resale Appendix to the interconnection agreement is specifically not approved.

4. That Brooks Fiber Communications of Missouri, Inc. and Southwestern Bell Telephone Company shall file a copy of this agreement

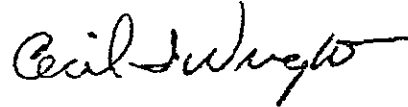
with the Staff of the Missouri Public Service Commission, with the pages numbered seriatim in the lower right-hand corner.

5. That any changes or modifications to this agreement shall be filed with the Commission for approval as described in this Order.

6. That the Commission, by approving this agreement, makes no finding on the completion by Southwestern Bell Telephone Company of any of the fourteen items listed in 47 U.S.C. § 271.

7. That this Order shall become effective on May 28, 1997.

BY THE COMMISSION



**Cecil I. Wright
Executive Secretary**

(S E A L)

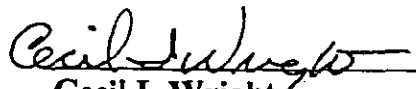
Zobrist, Chm., Crumpton and
Drainer, CC., concur.

ALJ: Wickliffe

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

**I have compared the preceding copy with the original on file in this office and
I do hereby certify the same to be a true copy therefrom and the whole thereof.**

**WITNESS my hand and seal of the Public Service Commission, at Jefferson City,
Missouri, this 15 day of MAY, 1997.**


**Cecil I. Wright
Executive Secretary**

**STATE OF MISSOURI
PUBLIC SERVICE COMMISSION
JEFFERSON CITY**

MAY 15, 1997

CASE NO: TO-97-334

**Carl J. Lumley, Leland B. Curtis, Curtis, Oetting, Heinz, Garrett & Soule, 130 S. Bemiston,
Suite 200, St. Louis, MO 63105**

**Paul G. Lane, Leo J. Bub, Anthony K. Conroy, Diana J. Harter, Southwestern Bell
Telephone Company, 100 N. Tucker Blvd., Room 630, St. Louis, MO 63101-1976**

Enclosed find certified copy of ORDER in the above-numbered case(s).

Sincerely,



**Cecil L. Wright
Executive Secretary**

Uncertified Copy:

Office of the Public Counsel, P.O. Box 7800, Jefferson City, MO 65102

**Edward J. Cadieux, Director, Regulatory Affairs-Central Region, Brooks Fiber Communications
of Missouri, Inc., 425 Woods Mill Rd. South, Suite 300, Town and Country, Missouri 63017**

BEFORE THE PUBLIC SERVICE COMMISSION

OF THE STATE OF MISSOURI

In the Matter of the Joint Application of Southwestern)
Bell Telephone Company and MFS Communications Company,) CASE NO. TO-97-27
Inc. for Approval of Interconnection Agreement Under)
Telecommunications Act of 1996.)

REPORT AND ORDER

Issue Date: October 18, 1996

Effective Date: October 18, 1996

Price Schedule 3

REPORT AND ORDER

On July 18, 1996, Southwestern Bell Telephone Company (SWBT) and MFS Communications Company, Inc. (MFS) filed a joint application requesting that the Missouri Public Service Commission (Commission) approve an interconnection agreement between SWBT and MFS. The agreement was filed pursuant to Section 252(e)(1) of the Telecommunications Act of 1996. *See* 47 U.S.C. § 251, *et seq.* Several interested companies sought intervention. By order issued August 16, 1996, the Commission granted participation without intervention to MCI Telecommunication Corporation (MCI), Sprint Communications Company L.P. (Sprint); United Telephone Company of Missouri (United); AT&T Communications of the Southwest, Inc. (AT&T), the Small Telephone Company Group¹, Fidelity Telephone Company and Bourbeuse Telephone Company (Fidelity). Participants, including Commission Staff (Staff) and the Office of the Public Counsel (OPC), were allowed to file comments regarding the agreement, and a hearing was set. On August 21, 1996, the Mid-Missouri Group of Local Exchange Telephone Companies² (Mid-Missouri Group) filed an application to participate, and the Commission

¹The following companies comprise the Small Telephone Company Group: BPS Telephone Company, Cass County Telephone Company, Citizens Telephone Company of Higginsville, Missouri, Inc., Craw-Kan Telephone Cooperative, Inc., Ellington Telephone Company, Farber Telephone Company, Grand River Mutual Telephone Corporation, Green Hills Telephone Corporation, Holway Telephone Company, Iamo Telephone Company, KLM Telephone Company, Kingdom Telephone Company, Lathrop Telephone Company, Mark Twain Rural Telephone Company, McDonald County Telephone Company, Miller Telephone Company, New Florence Telephone Company, New London Telephone Company, Orchard Farm Telephone Company, Oregon Farmers Mutual Telephone Company, Steelville Telephone Exchange, Inc., and Stoutland Telephone Company.

²The following companies comprise the Mid-Missouri Group: Alma Telephone Company, Chariton Valley Telephone Company, Choctaw Telephone Company, Mid-Missouri Telephone Company, MoKan Dial Inc., Northeast Missouri Rural Telephone Company, and Peace Valley Telephone Company, Inc.

§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;

The agreement before the Commission is for service by MFS in a Metropolitan Exchange Area (defined as a Metropolitan Exchange Local Calling Area) in St. Louis. Thus, MFS will initially only be providing basic local service in the St. Louis, Missouri area. However, additional Metropolitan Exchange Area may be from time to time added, upon the mutual agreement of the parties. Under the agreement MFS may resell SWBT services, offer services over its own facilities, and offer service over a mix between its own facilities and those of SWBT. The agreement provides certain discounts for reselling of SWBT services, and provides rates for utilizing certain unbundled elements of SWBT's facilities.

Because of the Commission's limited scope of review under the Act, many of the issues raised by the participants need not be addressed. The Commission

MFS indicated that they believed the Commission need not wait for a resolution of the arbitration proceeding, but could act on the interconnection agreement as submitted to the Commission. SWBT and MFS proposed that once a decision was made on the loop and cross-connect rates, those rates would be added to the agreement for unbundled network elements which was filed with the Commission in the arbitration case, and that agreement would be submitted to the Commission for its approval.

At the hearing, counsel for the Small Telephone Company Group and the Mid-Missouri Group raised a number of questions concerning the sale of Metropolitan Calling Area (MCA) service. Counsel for the Small Telephone Company Group raised the issue of whether optional MCA service can or must be resold, and discussed some of the implication if optional MCA were not made available. As an example, counsel raised the issue of a possible discriminatory effect, which could occur if a customer in an exchange which is part of the optional MCA pays for that optional service, and attempts to make a call to another person who is now a customer of MFS rather than SWBT. Under the optional MCA, such an exchange as would be found in Tier 3 would pay SWBT nothing to transit or terminate the call. However, if the customer who is being called is now an MFS customer, a subscriber in a Tier 3 exchange would be required to pay SWBT a transiting charge to carry the traffic across SWBT's network, and a fee for MFS's termination of that call. Counsel for the Mid-Missouri Group also had concerns about this transiting charge, as well as many other questions pertaining to MCA service. Counsel for both the Small Telephone Company Group and the Mid-Missouri Group both requested that the Commission not take any action in its order which would prejudice these problems.

These changes or modifications will be substituted in the agreement, so they should contain, in the lower right-hand corner, 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 official 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 make a recommendation. The Commission, if necessary, will allow for responses and then will rule on the pleadings unless it determines a hearing is necessary.

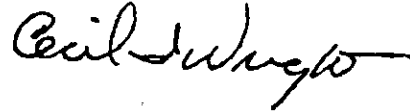
The above-described procedures should accomplish the two goals of the Commission and still allow for expeditious handling of changes or modifications to the agreements.

The participants raised the issue of whether the approval of this interconnection agreement would meet any of the items on the checklist found in Section 271 of the Act which would allow SWBT to provide interLATA interexchange service. At the hearing SWBT argued that a decision concerning the Section 271 checklist was premature. The Commission agrees that there is no need to make findings regarding SWBT's compliance with the Section 271 checklist in this order.

The Commission finds that the negotiated agreement, as proposed by the parties herein, does not discriminate against any telecommunications carrier not

5. That this Report And Order shall become effective on the date hereof.

BY THE COMMISSION

A handwritten signature in cursive script, appearing to read "Cecil I. Wright".

Cecil I. Wright
Executive Secretary

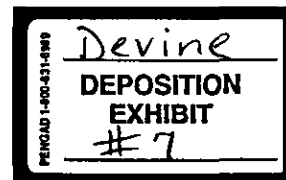
(S E A L)

Zobrist, Chm., McClure, Crumpton,
and Drainer, CC., Concur.
Kincheloe, C., Absent.

Dated at Jefferson City, Missouri,
on this 18th day of October, 1996.

Southwestern Bell

June 9, 1997



«M» «FirstName» «LastName»
«Title»
«Company»
«Address1»
«Address2»
«City» «State» «ZipCode»

RE: Local Terminating Compensation for Delivery of Internet Service Provider Traffic

Dear «M» «LastName»:

The purpose of this letter is to address local terminating compensation for the delivery of traffic destined for internet service providers (ISPs).

Originating access to an ISP is accomplished by the ISP's subscribers dialing a seven digit telephone number which local exchange carriers route through their switching networks to the ISP's premises. The ISP often uses special access circuits to transport this originating interexchange access traffic to a distant location.

The FCC has found, and the courts have agreed, that the jurisdiction of traffic is determined by the end-to-end nature of a call. In paragraph 28 of the FCC's *Order Designating Issues for Investigation* in CC Docket No. 88-180, released April 22, 1988, the FCC disagreed with an argument by Southwestern Bell that 800 credit card traffic terminated at the DXC's credit card switch for jurisdictional purposes. The FCC stated that the switching performed at a credit card switch was an intermediate step in a single end-to-end communication. It is the ultimate destination that must be used to jurisdictionalize a call. In the *NARUC vs. FCC* decision issued October 26, 1984, (746 F.2d 1492), the court found that even the use of facilities that are wholly within an exchange may be jurisdictionally interstate as a result of the traffic that uses them.

The FCC provided ISPs, insofar as they are also enhanced service providers, with an access charge exemption that permits ISPs to use local exchange services in lieu of access services to receive originating interstate calls (and to terminate interstate calls to the extent this functionality is required). The use of local exchange services by an ISP does not change, in any way, the jurisdiction of the originating interstate traffic transported over these services to the ISPs premises. In other words, this originating interstate access traffic does not become "local traffic" simply because the FCC permits an ISP to use business local exchange service as its exchange access service.

«M» «FirstName» «LastName»

June 9, 1997

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In paragraph 1034 of its *Local Competition Order* in CC Docket No. 96-98, released August 8, 1996, the FCC stated that the reciprocal compensation provisions of section 251(b)(5) would only apply to local traffic as defined by the state commission (paragraph 1035). Further, the FCC specifically ruled that reciprocal compensation did not apply to interstate or intrastate interexchange traffic. As such, Southwestern Bell/Pacific Bell will not request, nor will it pay, local terminating compensation for interstate or intrastate interexchange traffic. This includes calls passed to ISPs pursuant to local interconnection agreements since this traffic is jointly provided originating interexchange access. This decision satisfies the spirit and intent of the Telecommunications Act of 1996 and is consistent with the provisions of local interconnection agreements.

If you would like to discuss this matter further, I can be reached on 214-464-8145 or you may call your account manager, «Account», on «Number».

Sincerely,

original signed by "Larry B. Cooper"

Ms. Mary C. Albert
Attorney
KMC Telecom, Inc.
3000 K Street, N.W.
Suite 300
Washington, D. C. 20007-5116

Mr. Mike Pelletier
Central Regional Director
Teleport Communications Group
2755 North Hickory Ridge Rd.
Highland, MI 48357

Mr. Bill Mullen
Local Service Development
MFS WorldCom
One Oakbrook Terrace
Oakbrook Terrace, IL 60181

Ms. Cindy Schonhaut
Vice President/Government Affairs
ICG Telecom Group
Executive Office
9605 Maroon Circle
Englewood, Colorado 80112

Ms. Julia Strow
Intermedia Communications
3625 Queen Palm Drive
Tampa, FL 33619

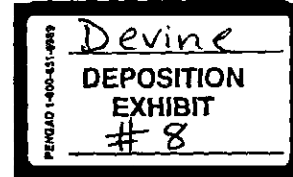
Ms. Stacey Waddell
Director - Network Operations
WinStar Wireless
30116 NE 132nd Avenue
Battle Ground, WA 98604

Mr. Gary George
President
American MetroComm Corporation
6001 Stars & Stripes Blvd.
Suite 100
New Orleans, LA 70126

Mr. Jerry James
General Manager
Golden Harbor of Texas, Inc.
401 Carlson Circle
San Marcos, TX 78666

Larry B. Cooper
General Manager
Competitive Provider
Account Team

Exhibit 2
Southwestern Bell Telephone
One Bell Plaza
Suite 0525
Dallas, Texas 75202
Phone 214 484-8145
Fax 214 484-1488



July 30, 1997

Mr. Alex J. Harris
Vice President, Regulatory Affairs
MFS
33 Whitehall Street, 15th Floor
New York, N.Y. 10004

Dear Alex:

In response to your June 27, 1997 letter where you dispute SWB's position on treatment of Internet Service Provider (ISP) traffic for the purpose of compensation, I respectfully offer an alternative approach toward resolution.

First, SWB does not view declining to pay MFS any termination compensation for Internet traffic pursuant to a local interconnection agreement, a direct violation of the letter and spirit of our Interconnection Agreement or The Act. The FCC has made it quite clear that "the reciprocal compensation provisions of section 251(b)(5) for transport and termination of traffic do not apply to the transport or termination of interstate or intrastate interexchange traffic." First Report and Order in CC Docket No. 96-98, released August 8, 1996, para. 1034 (emphasis added). Internet traffic by its very nature is jurisdictionally interstate; or at an absolute minimum is interexchange. In receiving and transporting end user calls originating on a LEC's network and bound for the Internet, an LSP is not "terminating" any kind of call. Rather, it is merely acting as an intermediary switching point along an originating, jurisdictionally interstate call. The call does not "terminate" on the LSP's network because the LSP is merely passing the call along to an ISP who in turn is then passing the call along to the World Wide Web - an interstate transmission under every definition of that term as settled by the FCC and reviewing courts for many years.

Price Schedule 5

Mr. Alex J. Harris

July 30, 1997

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Since the FCC had a formal proceeding on this very issue (CCB/CPD 97-30), I suggest that we wait to see the outcome of those proceedings. Of course, if after the conclusion of the pleading cycle in that proceeding, you still feel that SWB has not responded to points being made by your company in support of its position, please just let me know.

Please call me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Tim B. Cooper". The signature is written in a cursive, flowing style with a large initial "T" and "C".