

Alma Communications Company d/b/a Alma	)	
Telephone Company, Chariton Valley Tele-	)	
Phone Corporation, Chariton Valley Telecom	)	
Corporation, Choctaw Telephone Company,	)	
Mid-Missouri Telephone Company, a corporate	)	
division of Otelco, Inc., and MoKAN DIAL,	)	
Inc.,	)	
	)	
Complainants,	)	
	)	
vs.	)	Case No. TO-2012-0035
	)	
Halo Wireless, Inc., and	)	
Southwestern Bell Telephone Company, dba	)	
AT&T Missouri,	)	
	)	
Respondents.	)	
and	)	
	)	
BPS Telephone Company, Citizens Telephone	)	
Company of Higginsville, Mo., Craw-Kan	)	
Telephone Cooperative, Inc., Ellington	)	
Telephone Company, Fidelity Communication	)	
Services I, Inc., Fidelity Communication	)	
Services II, Inc., Fidelity Telephone Company	)	
Goodman Telephone Company, Granby	)	
Telephone Company, Grand River Mutual	)	
Telephone Corporation, Green Hills Telephone	)	
Corporation, Green Hills Telecommunications	)	
Services, Holway Telephone Company, Iamo	)	
Telephone Company, Kingdom Telephone	)	
Company, K.L.M. Telephone Company,	)	
Lathrop Telephone Company, Le-Ru	)	
Telephone Company, Mark Twain Rural	)	
Telephone Company, Mark Twain	)	
Communications Company, McDonald	)	

County Telephone Company, Miller Telephone )  
 Company, New Florence Telephone Company. )  
 New London Telephone Company, Northeast )  
 Missouri Rural Telephone Company, Orchard )  
 Farm Telephone Company, Oregon Farmers )  
 Mutual Telephone Company, Ozark Telephone )  
 Company, Peace Valley Telephone Company, )  
 Inc., Rock Port Telephone Company, Seneca )  
 Telephone Company, Steelville Telephone )  
 Exchange, Inc., and Stoutland Telephone )  
 Company, )  
 )  
**Intervenor-Complainants. )**

**Joint Reply of Complainants and Intervenor-Complainants to the  
 Response of Halo  
 and to the Answer of AT&T Missouri**

Come now Complainants, Alma Telephone Company et al., and  
 Intervenor-Complainants, BPS Telephone Company et al., collectively  
 referred to as “Complainants” herein, and submit the following Joint Reply  
 to the Response of Halo and to the Answer of AT&T Missouri:

1. Halo’s January 31, 2012 Response to the Application is not  
denominated as an Answer or Responsive Motion.
2. AT&T’s January 31, 2012 pleading is denominated properly as  
an Answer, with responses to the allegations of the Application by  
paragraph, and, labeled as affirmative defenses, unsupported allegations that  
the Application fails to state a claim upon which relief can be granted, and

that the relief requested in the Application is beyond this Commission's jurisdiction.

3. 47 USC 252 (e) (2) authorizes this Commission to reject an interconnection agreement, or portion thereof, if it is discriminatory, or the implementation of the agreement is inconsistent with the public interest, convenience, and necessity.

4. 47 USC 252 confers jurisdiction upon this Commission to entertain rejection requests such as that contained in Alma et al.'s Application. AT&T's contention the Commission has no subject matter jurisdiction is erroneous.

5. Alma et al.'s Application clearly sets forth a request that the transit portions of the Halo-AT&T interconnection agreement be rejected for violation the standards set forth in 47 USC 252 (e) (2). On its face the Application does state a claim upon which relief can be granted.

MoPSC Proceedings regarding the Halo-AT&T Interconnection Agreement

6. Halo's Response asserts that the Commission approved the Halo-AT&T Interconnection Agreement, and that Alma et al. had to request and obtain a rejection order from the Commission within a 90 day review period that begins with an Agreement being submitted to the Commission for approval. Contrary to Halo's assertions, the Commission did not

approve the Agreement as part of any review process. The Commission stated the Agreement was effective on the date it was filed. There was no review process requested by either Halo or AT&T. No review process was conducted for the Agreement.

7. Halo's Response misstates the history underlying Commission consideration of the Halo-AT&T Interconnection Agreement. As will be discussed below, the Agreement itself was not submitted to the Commission for its approval. An amendment to the Agreement was submitted to the Commission for its approval, but the Amendment was not approved.

8. On June 29, 2010, copy attached as Exhibit 1, AT&T sent a letter to the Commission representing that Halo had "adopted" the agreement between AT&T and T-Mobile USA, which was previously approved in TO-2001-0489. The next day the Commission, by letter attached as Exhibit 2, stated to AT&T and Halo that the Agreement was effective June 29, 2010, the same date it was filed. No review process, and no notice or opportunity to be heard, was afforded Complainants.

9. The next day, June 30, 2010 AT&T filed an Application for Approval of an Amendment to the Agreement, and alleged the Amendment complied with the Act. Exhibit 3. The Commission entered an Order Directing Notice on July 6, 2010, which mistakenly indicated that AT&T

had requested approval of the Agreement. Exhibit 4. Staff filed a Recommendation. Exhibit 5. Although the pleading portion of the Staff Recommendation was to approve the Agreement, the Staff Memorandum included with the Recommendation indicated Staff personnel were recommending approval of an “amendment not previously approved”, not approval of the Agreement. Effective August 29, 2011 the Commission entered an Order purporting to approve the Agreement, but which did not approve the amendment. Exhibit 6.

#### Implementation of the Agreement

10. The Commission allowed this agreement to become effective June 29, 2010. The first time Halo traffic was actually terminated on any of Alma et al.’s networks was when such traffic was terminated by Otelco Mid-Missouri LLC after November 16, 2010. AT&T provided billing records for this traffic in mid-to-late December, 2010, and Otelco issued its first invoice to Halo on January 1, 2011. Halo rejected the invoice by letter dated January 14, 2011. Similar sequences occurred for the rest of the Complainants, but each commenced after the sequence described for Otelco.

11. Halo waited until more than 115 days from the effective date of the Agreement to send traffic to Complainants. Thus, the first time any Complainant had any knowledge that Halo traffic was being terminated to its

network was not until mid-December, 2010, over 165 days after the Agreement's effective date. The first knowledge any Complainant had that Halo would refuse to pay compensation was upon receipt of Halo's January 14, 2011 rejection letter, over 195 days after the Agreement's effective date.

#### Halo's Position

12. In its Reply, Halo asserts this Commission can only reject an interconnection agreement, or portions thereof, if the request is made and acted upon by the Commission within 90 days of its submission for approval. Halo's assertion is defective, and at odds with the law and common sense:

- a. The Agreement was not submitted for approval. The Commission was not asked to approve it;
- b. If Halo's assertion were correct, all that Halo would need to do to foreclose any carrier from exercising rejection requests would be to wait for 90 days before sending traffic, which is apparently what Halo did here;
- c. There is little to no case law interpreting 47 USC 252 (e) (2). The case law cited by Halo arises from arbitration or approval disputes, not petitions for rejection. The quotations cited by Halo are all dicta generally describing the approval,

mediation, and arbitration process set forth in 47 USC 252.

None of them hold that a rejection petition cannot be entertained because not brought within the 90 day review period;

d. 47 USC 252 (e)(2)(A)(ii) provides that this Commission may reject an agreement, or any portion thereof, if it finds that “the implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity” (emphasis added). An interconnection agreement is not effective until approved. It cannot be implemented until after it is approved. It is not possible for the Commission to reject an agreement during the 90 day review process on the grounds that its implementation is contrary to the public interest, as actual implementation does not occur until after the Agreement becomes effective. Halo’s position renders the word “implementation” meaningless. Giving the word “implementation” meaning, which rules of construction require, leads to the obvious and common sense conclusion that the Act contemplates that this Commission can entertain rejection requests initiated after completion of the 90 day review period.

WHEREFORE, on the basis of the foregoing, Complainants respectfully request that the Commission deny AT&T's and Halo's objections to its jurisdiction in this case and for such other orders as are reasonable in the circumstances.

Respectfully submitted,

/s/Craig S. Johnson  
Craig S. Johnson  
Mo Bar # 28179  
Johnson & Sporleder, LLP  
304 E. High St., Suite 200  
P.O. Box 1670  
Jefferson City, MO 65102  
(573) 659-8734  
(573) 761-3587 FAX  
[cj@cjlaw.com](mailto:cj@cjlaw.com)

Attorney for Complainants,  
**Alma Communications Company d/b/a Alma Telephone Company,  
Chariton Valley Tele-Phone Corporation,  
Chariton Valley Telecom, Corporation,  
Choctaw Telephone Company,  
Mid-Missouri Telephone Company, a corporate division of Otelco, Inc.,  
and MoKAN DIAL, Inc.**



/s/ W.R. England, III

W.R. England, III, Mo Bar # 23975

Brian T. McCartney, Mo Bar # 47788

Brydon, Swearengen & England P.C.

312 E. Capitol Avenue

P.O. Box 456

Jefferson City, MO 65102

(573) 635-7166

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[trip@brydonlaw.com](mailto:trip@brydonlaw.com)

[bmccartney@brydonlaw.com](mailto:bmccartney@brydonlaw.com)

Attorneys for Intervenor-Complainants, BPS Telephone Company

Citizens Telephone Company of Higginsville, Mo.

Craw-Kan Telephone Cooperative, Inc.

Ellington Telephone Company

Fidelity Communication Services I, Inc.

Fidelity Communication Services II, Inc.

Fidelity Telephone Company

Goodman Telephone Company

Granby Telephone Company

Grand River Mutual Telephone Corporation

Green Hills Telephone Corporation

Green Hills Telecommunications Services

Holway Telephone Company

Iamo Telephone Company

Kingdom Telephone Company

K.L.M. Telephone Company

Lathrop Telephone Company

Le-Ru Telephone Company

Mark Twain Rural Telephone Company

Mark Twain Communications Company

McDonald County Telephone Company

Miller Telephone Company

New Florence Telephone Company

New London Telephone Company

Northeast Missouri Rural Telephone Company

Orchard Farm Telephone Company

Oregon Farmers Mutual Telephone Company  
Ozark Telephone Company  
Peace Valley Telephone Company, Inc.  
Rock Port Telephone Company  
Seneca Telephone Company  
Steelville Telephone Exchange, Inc. and  
Stoutland Telephone Company

Certificate of Service

I hereby certify that a true and correct copy of the above and foregoing document was electronically mailed, this 8th day of February, 2012 to:

General Counsel  
Missouri Public Service Commission  
[gencounsel@psc.mo.gov](mailto:gencounsel@psc.mo.gov)

Lewis Mills  
Office of Public Counsel  
[lewis.mills@ded.mo.gov](mailto:lewis.mills@ded.mo.gov)

Louis A. Huber, III  
Schlee, Huber, McMullen & Krause, PC  
[lhuber@schleehuber.com](mailto:lhuber@schleehuber.com)

Steven Thomas  
McGuire, Craddock & Strother, PC  
[stthomas@mcslaw.com](mailto:stthomas@mcslaw.com)

W. Scott McCollough  
McCollough Henry PC  
[wsmc@dotlaw.biz](mailto:wsmc@dotlaw.biz)

Leo Bub  
AT&T Missouri  
[leo.bub@att.com](mailto:leo.bub@att.com)

/s/ Craig S. Johnson  
Craig S. Johnson



Tim Judge  
Director - Regulatory

AT&T Missouri  
101 W. High St.  
Jefferson City, MO 65101  
573-638-0261 Phone  
573-636-3522 Fax  
tj4848@att.com

June 29, 2010

Secretary of the Commission  
Missouri Public Service Commission  
P. O. Box 360  
Jefferson City, Missouri 65102-0360

Dear Secretary of the Commission:

Attached for filing with the Missouri Public Service Commission ("Commission"), pursuant to 4 CSR 240-3.513(4)(A), is the attached short form interconnection agreement, signed by both parties, between Southwestern Bell Telephone Company, d/b/a AT&T Missouri ("AT&T Missouri"), and Halo Wireless, Inc. ("Halo").

By this agreement reached pursuant to Section 252(i) of the federal Telecommunications Act of 1996, Halo has adopted the agreement between AT&T Missouri and T-Mobile USA, Inc., ("T-Mobile"). The Commission previously approved the underlying interconnection agreement in Case No. TO-2001-0489.

Please refer any questions on this matter to me on 573-638-0261.

Very truly yours,

/s/ Tim Judge

Attachment

*Exhibit 2*



Commissioners  
ROBERT M. CLAYTON III  
Chairman  
JEFF DAVIS  
TERRY M. JARRETT  
KEVIN GUNN  
ROBERT S. KENNEY

*Missouri Public Service Commission*

POST OFFICE BOX 360  
JEFFERSON CITY MISSOURI 65102  
573-751-3234  
573-751-1847 (Fax Number)  
<http://www.psc.mo.gov>

WESS A. HENDERSON  
Executive Director  
DANA K. JOYCE  
Director, Administration and  
Regulatory Policy  
ROBERT SCHALLENBERG  
Director, Utility Services  
NATELLE DIETRICH  
Director, Utility Operations  
STEVEN C. REED  
Secretary/General Counsel  
KEVIN A. THOMPSON  
Chief Staff Counsel

June 30, 2010

Eddie A Reed, JR  
AT&T Missouri  
311 S. Akard 9th Floor  
Dallas, TX 75202

Jody W. Craft  
Halo Wireless, Inc.  
3437 West 7th St. 127  
Fort Worth, TX 76107

Re: Interconnection Agreement Adoption

To Whom It May Concern:

This correspondence is to advise that the Interconnection Agreement Adoption described below is effective as of the date filed.

Date Filed: June 29, 2010  
File Number: VT-2010-0029  
Adopting Company Name: Halo Wireless, Inc.  
Original Agreement File Number: TO-2001-489

Sincerely,

A handwritten signature in dark ink, appearing to read "Steven C. Reed".

Steven C. Reed  
Secretary

SCR/dc

cc: Tim Judge  
ATI Missouri  
101 W. High Street  
Jefferson City, MO 65101

Exhibit 2

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

In the Matter of the Application of Southwestern     )  
Bell Telephone Company, d/b/a AT&T Missouri,     )     Case No. \_\_\_\_\_  
For Approval of an Amendment to an     )  
Interconnection Agreement Under the     )  
Telecommunications Act of 1996.     )

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

AT&T Missouri,<sup>1</sup> pursuant to Section 252(e) of the Telecommunications Act of 1996 ("the Act")<sup>2</sup> and 4 CSR 240-3.513(6)(C), respectfully submits this Application for Approval of an Amendment to an Interconnection Agreement ("Amendment") by and between AT&T Missouri and Halo Wireless, Inc. ("Halo") and requests that the Commission approve the Amendment.

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

1. AT&T Missouri is a Missouri corporation with its principal Missouri office at One AT&T Center, Room 3520, St. Louis, Missouri 63101. It may be contacted at the regular and electronic mail addresses and telephone and facsimile numbers of its attorneys, as set out under the signature block of this Application. AT&T Missouri is authorized to do business in Missouri<sup>3</sup> and its fictitious name is duly registered with the Missouri Secretary of State.<sup>4</sup> AT&T Missouri is a "local exchange telecommunications company" and a "public utility," and is duly authorized to provide "telecommunications

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<sup>1</sup> Southwestern Bell Telephone Company, d/b/a AT&T Missouri ("AT&T Missouri").

<sup>2</sup> 47 U.S.C. §252(e).

<sup>3</sup> In accordance with 4 CSR 240-2.060(1) and (G), a certified copy of Southwestern Bell Telephone Company's Certificate of Good Standing from the Missouri Secretary of State was filed with the Commission on August 15, 2007, in Case No. IK-2008-0044.

<sup>4</sup> In accordance with 4 CSR 240-2.060(1)(E) and (G), a copy of the registration of the fictitious name "AT&T Missouri" was filed with the Commission on July 17, 2007, in Case No. TO-2002-185.

service" within the State of Missouri, as each of those phrases is defined in Section 386.020, RSMo 2000.<sup>5</sup>

2. All correspondence, pleadings, orders, decisions, and communications regarding this proceeding should be sent to:

Leo J. Bub  
Robert J. Gryzmala  
Attorneys for Southwestern Bell Telephone Company  
d/b/a AT&T Missouri  
One AT&T Center, Room 3516  
St. Louis, Missouri 63101

3. AT&T Missouri has no final unsatisfied judgments or decisions against it from any state or federal agency or court, which involves retail customer service or rates, which action, judgment or decision has occurred within three (3) years of the date of this Application. AT&T Missouri has one pending lawsuit from end-user customers involving retail customer service or rates..<sup>6</sup>

4. AT&T Missouri does not have any annual reports or assessment fees that are overdue in Missouri.

5. AT&T Missouri seeks approval of the Amendment attached hereto (which has been signed by the parties) pursuant to Section 252(e)(1) of the Act. The Commission must approve the Amendment unless it determines that the Amendment (or any portion thereof) (1) discriminates against a telecommunications carrier not a party to

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<sup>5</sup> Following its June 26, 2007, Order in Case No. TO-2002-185 allowing Southwestern Bell Telephone, L.P., d/b/a AT&T Missouri, to alter its status from a Texas limited partnership to a Missouri corporation, the Commission approved tariff revisions to reflect the new corporate name, Southwestern Bell Telephone Company d/b/a AT&T Missouri. *See, Order Granting Expedited Treatment and Approving Tariffs*, Case No. TO-2002-185, issued June 29, 2007.

<sup>6</sup> *Barry Road Associates, Inc. d/b/a Minsky's Pizza, et al. v. Southwestern Bell Telephone Company, d/b/a AT&T Missouri, et al.*, Case No. 1016CV02438, Jackson County Circuit Court.

the Amendment, or (2) the implementation of such Amendment is not consistent with the public interest, convenience, and necessity.<sup>7</sup>

6. AT&T Missouri states that the Amendment does not discriminate against a telecommunications carrier not a party to the Interconnection Amendment. AT&T Missouri further states that the implementation of the Amendment is consistent with the public interest, convenience, and necessity. The Amendment further defines the type of traffic for which the underlying agreement applies.

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

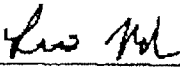
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<sup>7</sup> See, 47 U.S.C. § 252(e)(2).



Respectfully submitted,

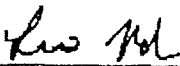
Southwestern Bell Telephone Company  
d/b/a AT&T Missouri

BY   
JEFFREY E. LEWIS #62389  
LEO J. BUB #34326  
ROBERT J. GRYZMALA #32454

Attorneys for Southwestern Bell Telephone Company  
d/b/a AT&T Missouri  
One AT&T Center, Room 3516  
St. Louis, Missouri 63101  
314-235-6060 (Telephone)/314-247-0014(Facsimile)  
[leo.bub@att.com](mailto:leo.bub@att.com)

**CERTIFICATE OF SERVICE**

Copies of this document were served on the following parties by e-mail on June 30, 2010.

BY 

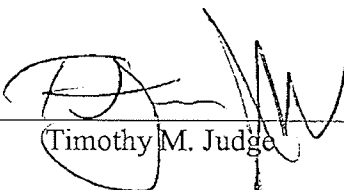
General Counsel  
Kevin Thompson  
Missouri Public Service Commission  
P.O. Box 360  
Jefferson City, MO 65102  
[gencounsel@psc.mo.gov](mailto:gencounsel@psc.mo.gov)  
[kevin.thompson@psc.mo.gov](mailto:kevin.thompson@psc.mo.gov)

Office Of The Public Counsel  
P.O. Box 7800  
Jefferson City, MO 65102  
[opcservice@ded.mo.gov](mailto:opcservice@ded.mo.gov)

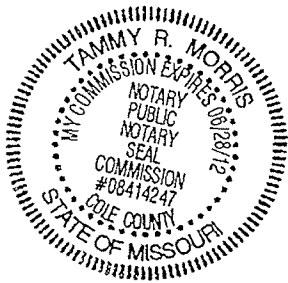
COUNTY OF COLE            )  
                                      )  
STATE OF MISSOURI        )       SS

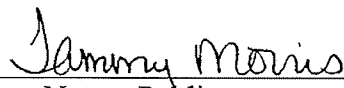
**VERIFICATION**

I, Timothy M. Judge, being duly sworn upon my oath, state that I am over twenty-one, sound of mind, and Director-Regulatory of AT&T Services, Inc. I am authorized to act on behalf of AT&T Missouri regarding the foregoing document. I have read it and verify that the facts contained in it are true and correct according to the best of my knowledge, information and belief.

  
\_\_\_\_\_  
Timothy M. Judge

Sworn and subscribed to before me this 30<sup>th</sup> day of June, 2010.



  
\_\_\_\_\_  
Notary Public

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

In the Matter of the Application of Southwestern	)	
Bell Telephone Company, d/b/a AT&T Missouri,	)	
For Approval of an Amendment to an	)	<b><u>File No. IK-2010-0384</u></b>
Interconnection Agreement Under the	)	
Telecommunications Act of 1996	)	

**ORDER DIRECTING NOTICE AND MAKING  
HALO WIRELESS, INC. A PARTY**

Issue Date: July 6, 2010

Effective Date: July 6, 2010

This order provides notice of this application to interested parties and joins the other party to the interconnection agreement, Halo Wireless, Inc., as a party to this proceeding.

On June 30, 2010, Southwestern Bell Telephone Company, d/b/a AT&T Missouri filed an application with the Commission for approval of an interconnection agreement with Halo under the provisions of the federal Telecommunications Act of 1996. AT&T Missouri states that there are no unresolved issues and that the agreement complies with Section 252(e) of the Act in that it is not discriminatory to nonparty carriers and is consistent with the public interest.

Although Halo is a party to the agreement, it did not join in the application. Because Halo is a necessary party to a full and fair adjudication of this matter, the Commission will add it as a party to this case.

The Act provides that an interconnection or resale agreement must be approved unless the state commission finds that the agreement discriminates against a

*Exhibit 4*

telecommunications carrier not a party to the agreement, or that implementation of the agreement is not consistent with the public interest, convenience, and necessity.<sup>1</sup> Section 252(e)(4) of the Act provides that if the Commission has not approved an agreement within 90 days after submission, the agreement shall be deemed approved. The Commission finds that proper persons shall be allowed 20 days from the issuance of this order to file a motion for hearing. The Commission also finds that notice of this application shall be sent to all interexchange and local exchange telecommunications companies.

**THE COMMISSION ORDERS THAT:**

1. The Commission's Data Center shall send notice to all interexchange and local exchange telecommunications companies.
2. Halo Wireless, Inc. is made a party to this case.
3. Any party wishing to request a hearing shall do so by filing a pleading no later than July 26, 2010, with:

Steven C. Reed, Secretary  
Missouri Public Service Commission  
Post Office Box 360  
Jefferson City, Missouri 65102

and send copies to:

Leo J. Bub  
AT&T Missouri  
One AT&T Center, Room 3516  
St. Louis, Missouri 63101

Halo Wireless, Inc.  
Attn: Legal Dept.  
3437 West 7<sup>th</sup> Street 127  
Fort Worth, TX 76107

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<sup>1</sup> 47 U.S.C. § 252(e).

and:

Office of the Public Counsel  
Post Office Box 2230  
Jefferson City, Missouri 65102

4. The Staff of the Commission shall file a memorandum advising either approval or rejection of this agreement and giving the reasons therefor no later than August 5, 2010.

5. This order shall become effective upon issuance.

**BY THE COMMISSION**

Steven C. Reed  
Secretary

( S E A L )

Nancy Dippell, Deputy Chief Regulatory  
Law Judge, by delegation of authority  
pursuant to Section 386.240, RSMo 2000.

Dated at Jefferson City, Missouri,  
on this 6th day of July, 2010.

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

In the Matter of the Application of Southwestern     )  
Bell Telephone Company, d/b/a AT&T Missouri,     )  
For Approval of an Interconnection Agreement     )     **File No. IK-2010-0384**  
Under the Telecommunications Act of 1996.     )

**STAFF RECOMMENDATION**

COMES NOW the Staff of the Missouri Public Service Commission and submits its Recommendation as follows:

1. On June 30, 2010, Southwestern Bell Telephone Company, d/b/a AT&T Missouri (AT&T Missouri or the Company) filed with the Missouri Public Service Commission its Application for Approval of an Interconnection Agreement executed between it and Halo Wireless, Inc.

2. On July 6, 2010, the Commission issued its Order Directing Notice and Making Halo Wireless, Inc. a Party and in which it directed Staff to file a memorandum regarding the Application.

3. 47 USC 252(e)(2) provides that a state commission may only reject an interconnection agreement adopted by negotiation if the agreement discriminates against a telecommunications carrier not a party to it or its implementation is not consistent with the public interest, convenience, and necessity.

4. In the attached Memorandum, labeled Appendix A, Staff states that the interconnection agreement does not discriminate against telecommunications carriers not parties to it, nor is its implementation inconsistent with the public interest, convenience or necessity.

5. AT&T Missouri is not delinquent in filing its annual report, or in paying its PSC assessment, or MoUSF and Relay Missouri surcharges.

WHEREFORE, Staff recommends the Commission approve the Application and direct the parties to submit to the Commission any subsequent modifications or amendments to the Interconnection Agreement.

Respectfully submitted,



Colleen M. Dale  
Senior Counsel  
Missouri Bar No. 31624  
Attorney for the Staff of the  
Missouri Public Service Commission  
P. O. Box 360  
Jefferson City, MO 65102  
(573) 751-4255 (Telephone)  
(573) 751-9285 (Fax)  
cully.dale@psc.mo.gov

### **Certificate of Service**

I hereby certify that copies of the foregoing have been mailed, hand-delivered, transmitted by facsimile or electronically mailed to all counsel of record this 10<sup>th</sup> day of August, 2010.



## MEMORANDUM

**To:** Missouri Public Service Commission Official Case File  
Case No. **IK-2010-0384**

Party: AT&T Missouri

Type of Carrier:

- ☒ ILEC  
☐ CLEC  
☐ Wireless

Party: Halo Wireless, Inc.

Type of Carrier:

- ☐ ILEC  
☐ CLEC  
☒ Wireless

**From:** Lisa Mahaney, Telecommunications Department

William Voight      8/4/10  
Utility Operations Division/Date

**Subject:** Staff Recommendation for Approval of Interconnection Agreement or  
Amendment to Interconnection Agreement

**Date:** 8/4/10

**Date Filed:** 6/30/10

**Staff Deadline:** 8/5/10

The Telecommunications Department Staff (Staff) recommends the Parties be granted approval of the submitted:

- ☐ Interconnection Agreement  
☒ Amendment not previously approved

The parties submitted the proposed Agreement or Amendment to the Missouri Public Service Commission (Commission) pursuant to the terms of the Telecommunications Act of 1996 (Act). Staff has reviewed the proposed Agreement and believes it meets the limited requirements of the Act. Specifically, the Agreement: 1) does not discriminate against telecommunications carriers not party to the Agreement and 2) is not against the public interest, convenience or necessity. Staff recommends the Commission direct the Parties to submit any modifications or amendments to the Commission.



☐ The applicants have not submitted a serially numbered copy of the Agreement or Amendment. Staff recommends the Commission direct the Parties to submit a serially numbered copy of the Agreement or Amendment.

☒ Staff has a serially numbered copy of the Agreement or Amendment.

**Additional Interconnection Agreement or Amendment Review Items**

☒ No applications to intervene filed.

☒ Agreement or Amendment signed by both Parties.

**Additional recommendations or special considerations (if any):**

☒ The Company is not delinquent in filing an annual report, paying the PSC assessment, paying Relay Missouri, and paying MoUSF.

☐ No annual report   ☐ Unpaid PSC assessment. Amount owed:

☐ Unpaid MoUSF   ☐ Unpaid Relay Missouri

The Company is either delinquent or is not shown to be submitting revenue into the indicated fund based on the latest records available to the MoPSC. Failure to submit revenue to either the Relay Missouri Fund or the Missouri USF fund should not necessarily reflect the company is delinquent.


BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI

In the Matter of the Application of	)	
Southwestern Bell Telephone Company,	)	
d/b/a AT&T Missouri, For Approval of an	)	Case No. IK-2010-0384
Amendment to an Interconnection	)	
Agreement Under the Telecommunications	)	
Act of 1996.	)	

AFFIDAVIT OF LISA MAHANEY

STATE OF MISSOURI            )  
  ) ss:  
COUNTY OF COLE            )

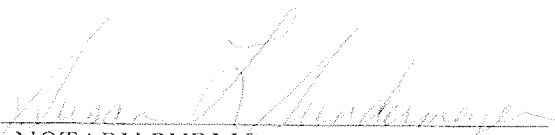
Lisa Mahaney, employee of the Missouri Public Service Commission, being of lawful age and after being duly sworn, states that she has participated in preparing the accompanying memorandum, and that the facts therein are true and correct to the best of her knowledge and belief.

  
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LISA MAHANEY

Subscribed and affirmed before me this 14<sup>th</sup> day of August 2010.



SUSAN L. SUNDERMEYER  
My Commission Expires  
September 21, 2010  
Callaway County  
Commission #06942086

  
\_\_\_\_\_  
NOTARY PUBLIC

# BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF MISSOURI

In the Matter of the Application of Southwester )  
Bell Telephone Company, d/b/a AT&T Missouri, )  
For Approval of an Amendment to an ) File No. IK-2010-0384  
Interconnected Agreement under the )  
Telecommunications Act of 1996 )

## ORDER APPROVING INTERCONNECTION AGREEMENT

Issue Date: August 19, 2010

Effective Date: August 29, 2010

This order approves the Interconnection Agreement executed by the parties and filed by Southwestern Bell Telephone Company, d/b/a AT&T Missouri (AT&T Missouri).

On June 30, 2010, AT&T Missouri filed an application with the Commission for approval of an Interconnection Agreement with Halo Wireless, Inc. (Halo). The Agreement was filed pursuant to Section 252(e)(1) of the Telecommunications Act of 1996.<sup>1</sup> AT&T Missouri holds a certificate of service authority to provide basic local exchange telecommunications services in Missouri. Halo is a Commercial Mobile Radio Service provider in Missouri.

Although Halo is a party to the Agreement, it did not join in the application. On July 6, 2010, the Commission issued an order making Halo a party in this case and directing any party wishing to request a hearing to do so no later than July 26, 2010. No requests for hearing were filed.

The Staff of the Commission filed a memorandum and recommendation on August 10, 2010, recommending that the Agreement be approved.

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<sup>1</sup> See 47 U.S.C. § 251, *et seq.*

Exhibit 6

### **Discussion**

Under Section 252(e) of the Act, any interconnection agreement adopted by negotiation must be submitted to the Commission for approval. The Commission may reject an agreement if it finds that the agreement is discriminatory or that it is not consistent with the public interest, convenience and necessity.

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

### **Findings of Fact**

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

### **Amendment Procedure**

The Commission has a duty to review all interconnection agreements, whether arrived at through negotiation or arbitration, as mandated by the Act.<sup>2</sup> In order for the Commission's role of review and approval to be effective, the Commission must also review and approve or recognize amendments to these agreements. The Commission has a further duty to make a copy of every interconnection agreement available for public

inspection.<sup>3</sup> This duty is in keeping with the Commission's practice under its own rules of requiring telecommunications companies to keep their rate schedules on file with the Commission.<sup>4</sup>

The parties to each interconnection agreement must maintain a complete and current copy of the agreement, together with all amendments, in the Commission's offices. Any proposed amendment must be submitted pursuant to Commission rule 4 CSR 240-3.513(6).

### **Conclusions of Law**

The Commission, under the provisions of Section 252(e)(1) of the federal Telecommunications Act of 1996,<sup>5</sup> is required to review negotiated interconnection agreements. It may only reject a negotiated agreement upon a finding that its implementation would be discriminatory to a nonparty or inconsistent with the public interest, convenience and necessity.<sup>6</sup> Based upon its review of the Agreement between AT&T Missouri and Halo and its findings of fact, the Commission concludes that the Agreement is neither discriminatory nor inconsistent with the public interest and shall be approved.

The Commission notes that prior to providing telecommunications services in Missouri, a party shall possess the following: (1) an interconnection agreement approved by the Commission; (2) except for wireless providers, a certificate of service authority from

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<sup>2</sup> 47 U.S.C. § 252.

<sup>3</sup> 47 U.S.C. § 252(h).

<sup>4</sup> 4 CSR 240-3.545.

<sup>5</sup> 47 U.S.C. § 252(e)(1).

<sup>6</sup> 47 U.S.C. § 252(e)(2)(A).

the Commission to provide interexchange or basic local telecommunications services; and  
(3) except for wireless providers, a tariff approved by the Commission.

**THE COMMISSION ORDERS THAT:**

1. The Interconnection Agreement between Southwestern Bell Telephone Company, d/b/a AT&T Missouri and Halo Wireless, Inc., filed on June 30, 2010, is approved.

2. Any changes or amendments to this Agreement shall be submitted in compliance with 4 CSR 240-3.513(6).

3. This order shall become effective on August 29, 2010.

4. This file may be closed on August 30, 2010.

**BY THE COMMISSION**



Steven C. Reed  
Secretary

( S E A L )

Nancy Dippell, Deputy Chief Regulatory Law  
Judge, by delegation of authority pursuant  
to Section 386.240, RSMo 2000.

Dated at Jefferson City, Missouri,  
on this 19th day of August, 2010.