

BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI

FILED

OCT 18 2000

Missouri Public  
Service Commission

In the Matter of the Application of SBC )  
Advanced Solutions, Inc. for Approval of )  
an Interconnection Agreement with )  
Southwestern Bell Telephone Company. )

Case No. TO-2000-261

**JOINT STIPULATION AND AGREEMENT**

COMES NOW the Staff ("Staff") of the Missouri Public Service Commission ("MoPSC" or "Commission"), Southwestern Bell Telephone Company ("SWBT), and SBC Advanced Solutions, Inc. ("ASI") and for their *Joint Stipulation and Agreement* state as follows:

1. The relevant dates in this matter are as follows: on July 20, 2000, SWBT and ASI filed Amendment No. 3 (No. IA20010004) to their Interconnection Agreement. On September 7, 2000, Staff filed a *Recommendation* in which it asked the MoPSC to reject Interconnection Agreement Amendment No. IA20010004 for being discriminatory, and thus not consistent with the public interest, convenience, and necessity. On September 19, 2000, SWBT filed a *Response* to that recommendation. Also on September 19, 2000, the MoPSC issued its *Order Establishing Prehearing Conference and Order Directing Filing of Procedural Schedule*.

2. Section 252(e)(1) of the Telecommunications Act of 1996 provides that "[a]ny 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." Section 252(e)(2)(A) states

that “[t]he 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....” Section 252(e)(4) states that the agreement is deemed approved after 90 days if the State commission does not act to either approve or reject the agreement.

3. Staff, SWBT, and ASI propose that the following language, arrived at through negotiation, be included in the Commission’s order in this case to resolve Staff’s objection: “In the event the Missouri Public Service Commission (Commission) approves either (1) a tariff concerning the rates, terms and conditions by which Southwestern Bell Telephone Company (SWBT) offers any and all forms of collocation pursuant to such tariff or (2) SWBT’s Missouri 271 Agreement (M2A) including appendices for any and all forms of collocation provided for thereunder, then SBC-ASI will order new collocation arrangements under either the tariff or the M2A. Upon the effective date of the tariff, or within 30 days of the Commission’s approval of the M2A containing collocation provisions, SBC-ASI shall begin requesting collocation under the tariff (if the Commission approves a tariff), or SBC-ASI and SWBT shall amend their interconnection agreement to adopt the M2A collocation appendices, together with all legitimately related terms and conditions as outlined in Attachment 26 of the M2A (if the Commission approves the M2A and its collocation appendices). SBC-ASI agrees to continue requesting collocation pursuant to either tariff or an amended interconnection agreement as described above so long as the Commission’s order adopting or approving the M2A is not stayed pending any reconsideration or appeal, or in the case of a tariff, so long as the Commission’s order approving the tariff is not stayed pending any reconsideration or appeal, and the tariff

remains in effect. SBC-ASI agrees to request collocation pursuant to either tariff or an amended interconnection agreement as described above regardless of whether such rates, terms and conditions have been deemed permanent or interim by the MoPSC.”

4. This *Joint Stipulation and Agreement* has resulted from extensive negotiations among the signatories and the terms hereof are interdependent. In the event the Commission does not adopt this stipulation in total, then it shall be void and no signatory shall be bound by any of the agreements or provisions hereof. The stipulations herein are specific to the resolution of this proceeding and are made without prejudice to the rights of the signatories to take other positions in other proceedings.

5. In the event the Commission accepts the specific terms of this *Joint Stipulation and Agreement*, the parties and participants waive, with respect to the issues resolved herein: their respective rights pursuant to Section 536.080.1, RSMo, to present testimony, to cross-examine witnesses, and to present oral argument or written briefs; their respective rights to the reading of the transcript by the Commission pursuant to Section 536.080.2, RSMo; and their respective rights to seek rehearing pursuant to Section 386.500, RSMo; and to seek judicial review pursuant to Section 386.510, RSMo. The Parties agree to cooperate with each other in presenting this *Joint Stipulation and Agreement* for approval to the Commission and shall take no action, direct or indirect, in opposition to the request for approval of this stipulation.

6. Staff shall file suggestions or a memorandum in support of this *Joint Stipulation and Agreement* and the other parties shall have the right to file responsive suggestions or prepared testimony. All responsive suggestions, prepared testimony, or memorandum shall be subject to the terms of any Protective Order that may be entered in this case.

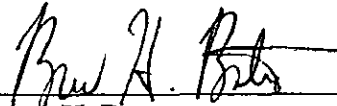
7. Staff shall also have the right to provide, at any agenda meeting at which this *Joint Stipulation and Agreement* is noticed to be considered by the Commission, whatever oral explanation the Commission requests, provided that Staff shall, to the extent reasonably practicable, provide the other parties and participants with advance notice of when Staff shall respond to the Commission's request for such explanation once such explanation is requested from Staff. Staff's oral explanation shall be subject to public disclosure, except to the extent it refers to matters that are privileged or protected from disclosure pursuant to any protective order issued in this case.

8. The Office of the Public Counsel is a signatory to the *Joint Stipulation and Agreement* for the sole purpose of stating that it has no objection to this *Joint Stipulation and Agreement*.

WHEREFORE, the Parties pray that the Commission issues an order that both approves Amendment No. 3 to the interconnection agreement between SWBT and ASI and adopts the language from Paragraph 3 above.

Respectfully submitted,

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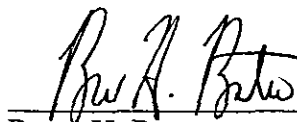
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### Certificate of Service

I hereby certify that copies of the foregoing have been mailed or hand-delivered to all counsel of record as shown on the attached service list this 18th day of October 2000.



Bruce H. Bates