

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

In Re: The Agreement for Interconnection By and)
Between Northwest Missouri Cellular Limited)
Partnership d/b/a Northwest Missouri Cellular and) Case. No. _____
Southwestern Bell Telephone, L.P., d/b/a SBC)
Missouri Pursuant to Sections 251 and 252 of the)
Telecommunications Act of 1996.)

**SBC MISSOURI'S APPLICATION FOR APPROVAL
OF AGREEMENT FOR INTERCONNECTION**

SBC Missouri¹ respectfully submits the attached Agreement for Interconnection between Northwest Missouri Cellular Limited Partnership d/b/a Northwest Missouri Cellular ("Northwest Missouri Cellular") and SBC Missouri, and requests the Missouri Public Service Commission ("Commission") to approve this agreement pursuant to the Telecommunications Act of 1996 (the "Federal Act"). In support of this request, SBC Missouri states:

I. APPLICANT

SBC Missouri is a Texas limited partnership, duly authorized to conduct business in Missouri with its principal Missouri office at One SBC Center, St. Louis, Missouri 63101. SBC Missouri is a "local exchange telecommunications company" and a "public utility" and is duly authorized to provide "telecommunications service" within the State of Missouri as each of those phrases are defined in Section 386.020 RSMo. (2000).

II. AGREEMENT FOR INTERCONNECTION

SBC Missouri presents this application to the Commission pursuant to Section 252(e)(1) of the Federal Act. The parties executed the attached Agreement for Interconnection (the "Agreement") on February 16, 2005 , which is the result of Northwest Missouri Cellular's

¹ Southwestern Bell Telephone, L.P., d/b/a SBC Missouri, will be referred to in this pleading as "SBC Missouri."

adoption of the Agreement for Interconnection between Missouri RSA No. 7 Limited Partnership d/b/a Mid Missouri Cellular and SBC Missouri, previously approved by this Commission on August 21, 2004, pursuant to Section 252(i) of the Act (“MFN Agreement”). There are no outstanding issues related to the Agreement between the parties that require the assistance of mediation or arbitration.

SBC Missouri, however, wishes to make clear that in entering into this MFN Agreement, it does not waive, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice as to the Separate Agreement) relating to the following actions, which the Parties have not yet fully incorporated into this MFN Agreement or which may be the subject of further government review: Verizon v. FCC, et. al, 535 U.S. 467 (2002); USTA, et. al v. FCC, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, USTA v. FCC, 359 F.3d 554 (D.C. Cir. 2004); the FCC’s Triennial Review Order, CC Docket Nos. 01-338, 96-98 and 98-147 (FCC 03-36) and the FCC’s Biennial Review Proceeding; the FCC’s Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC’s Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001) (rel. April 27, 2001), which was remanded in WorldCom, Inc. v. FCC, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC’s Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively “Government Actions”). Notwithstanding anything to the contrary in this MFN Agreement (including any amendments to this MFN Agreement), SBC Missouri shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC’s own elements or

UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, it is SBC Missouri's position that nothing in this MFN Agreement would support any argument or position before any state or federal regulatory commission or court that any provisions set forth in the MFN Agreement constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, SBC Missouri expressly reserves any rights, remedies, and arguments it may have as to such issues including but not limited, to any rights it may have as a result of the FCC's Order In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges, WC Docket No. 02-361 (rel. April 21, 2004). In addition, SBC Missouri notes that it has exercised its option to adopt the FCC ISP terminating compensation plan ("FCC Plan") in Missouri and notwithstanding anything to the contrary in this MFN Agreement and except to the extent that the rates, terms and conditions associated with the FCC Plan have been incorporated into this MFN Agreement, it is SBC Missouri's position that as of the date of that election by SBC Missouri, the FCC Plan shall apply to this MFN Agreement. It is SBC Missouri's position that this MFN Agreement is subject to the change of law provisions permitted under the Federal Rules except to the extent otherwise expressly provided in the MFN Agreement and also is subject to any appeals involving the MFN Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the MFN Agreement and/or otherwise affects the rights or obligations of either Party that are addressed by the MFN Agreement, specifically including but not limited to those arising with respect to the Government Actions, the affected

Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party (“Written Notice”). In such event, it is SBC Missouri’s position and intent that the Parties immediately incorporate changes from the Separate Agreement, made as a result of any such action into this MFN Agreement. Where revised language is not immediately available, it is SBC Missouri’s position and intent that the Parties shall expend diligent efforts to incorporate the results of any such action into this MFN Agreement on an interim basis, but shall conform this MFN Agreement to the Separate Agreement, once such changes are filed with the appropriate state commission. With respect to any Written Notices hereunder, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected shall be handled under the Dispute Resolution Procedures set forth in this MFN Agreement.

Further, SBC Missouri notes that pursuant to the SBC/Ameritech Merger Conditions, approved by the FCC its Memorandum Opinion and Order, CC Docket 98-141, rel. (October 8, 1999), SBC/Ameritech was obligated to transition the provisioning of certain Advanced Services, as that term is defined in such Conditions, to one or more separate Advanced Services affiliates under certain conditions. Because SBC/Ameritech has transitioned such Advanced Services to its structurally separate affiliate(s), SBC Missouri has no further obligation to make available such Advanced Services for resale or to interconnect its Frame Relay network with Carrier and has no further obligation to make available such Advanced Services for resale or to provision Frame Relay interconnection under the rates, terms and conditions set forth in the MFN Agreement (to the extent applicable).

III. STANDARD FOR REVIEW

The statutory standard of review under Section 252(e) of the Act states:

(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. . . .

SBC Missouri states that the MFN Agreement meets the statutory standard for approval as it is consistent with the public interest, convenience and necessity in that it allows for full and fair competition and greater choice for the consumer. SBC Missouri further states that the MFN Agreement does not discriminate against other carriers not a party to the Agreement as the terms of the MFN Agreement are equally available to any other cellular carrier.

IV. REQUEST FOR APPROVAL

SBC Missouri seeks the Commission's approval of the MFN Agreement, consistent with the provisions of the Federal Act. The implementation of this MFN Agreement complies fully with Section 252(i) of the Federal Act because the Agreement is consistent with the public interest, convenience and necessity and does not discriminate against any telecommunications carrier. The MFN Agreement promotes diversity in providers, provides interconnectivity, and increases customer choices for telecommunications services. SBC Missouri respectfully requests

that the Commission grant approval of the MFN Agreement, without change, suspension or other delay in its implementation.

V. MISSOURI LEGISLATION

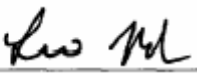
The executed MFN Agreement is consistent with the Missouri Legislation, Senate Bill No. 507, which became effective on August 28, 1996.

VI. CONCLUSION

WHEREFORE, for the foregoing reasons, SBC Missouri prays that the Commission approve the attached MFN Agreement for Interconnection between Northwest Missouri Cellular and SBC Missouri.

Respectfully submitted,

SOUTHWESTERN BELL TELEPHONE, L.P.

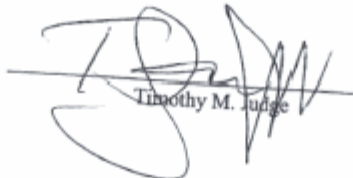
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VERIFICATION

I Timothy M. Judge, a duly authorized representative of SBC Missouri hereby verify and affirm that I have read the foregoing Application and that the statements contained therein are true and correct to the best of my information and belief.


Timothy M. Judge

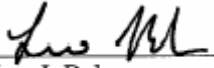
Subscribed and sworn to before me on this 24th day of February
2005.


Notary Public

TAMMY R. MORRIS
Notary Public - Notary Seal
STATE OF MISSOURI
Cole County
My Commission Expires: June 28, 2008

CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing document were served to all parties by e-mail on February 25, 2005.



Leo J. Bub

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