

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

In Re: The Commercial Mobile Radio Services       )  
(CMRS) Interconnection Agreement Between       )  
SBC Missouri and Sprint PCS Spectrum L.P. Under       Case No. TK-2004-0180  
Sections 251 and 252 of the Telecommunications       )  
Act of 1996.   )

**SBC MISSOURI'S  
RESPONSE TO MITG**

SBC Missouri<sup>1</sup> respectfully opposes the Missouri Independent Telephone Company Group's ("MITG's")<sup>2</sup> Application to Intervene and Request for Hearing. No need exists for the Missouri Public Service Commission ("Commission") to hold a hearing in this proceeding or to reject any portion of the Interconnection Agreement filed by Sprint Spectrum L.P. d/b/a Sprint PCS ("Sprint PCS").

The Agreement is simply a replacement for the interconnection agreement currently in place between Sprint PCS and SBC Missouri. The replacement Agreement does not make any change in how transit traffic is handled today. Moreover, this Agreement binds only Sprint PCS and SBC Missouri. It imposes no obligation on MITG or any other party. MITG remains free to negotiate its own interconnection agreement with Sprint PCS that would address any concerns MITG may have.

1.     MITG's Allegations Do Not Support Rejecting the Sprint PCS Agreement.

MITG claims that this Agreement discriminates against it.<sup>3</sup> MITG, however, has failed to allege sufficient facts that would, if proven, establish that the Sprint PCS Interconnection

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

<sup>2</sup> The Missouri Independent Telephone Company Group consists of Alma Communications Company, Chariton Valley Telephone Corporation, Choctaw Telephone Company, Mid-Missouri Telephone Company, MoKan Dial Inc., and Northeast Missouri Rural Telephone Company.

<sup>3</sup> MITG Application, pp. 2-4, 6.

Agreement discriminates against carriers not a party to the Agreement (See, Section 252(e)(2)(A)(i) of the Telecommunications Act of 1996). It has not alleged that Sprint PCS refused to negotiate similar agreements with the MITG companies. In fact, two MITG member companies - MoKan and Choctaw -- have concluded their own agreements with Sprint PCS.

2. The Agreement Only Binds Sprint PCS and SBC Missouri.

MITG claims that the Agreement is prejudicial to their members because it defines “local” traffic differently than the definition in the Sprint PCS/MoKan/Choctaw Agreements; the Agreement permits a “different measurement and recording mechanism for traffic” than the Sprint PCS/MoKan/Choctaw Agreements; and the Agreement may be inconsistent with the “Enhanced Record Exchange Rule” that the industry is working on.<sup>4</sup>

MITG’s claims are misplaced. The terms of this Agreement apply to and bind only Sprint PCS and SBC Missouri. Thus, provisions in the Agreement defining “local” traffic and the records to be exchanged impact only Sprint PCS and SBC Missouri. The Agreement imposes no obligation on MITG or any other party. MITG remains free to negotiate its own interconnection agreement with Sprint PCS (as have MoKan and Choctaw) to address these specific issues.

This Agreement is simply a replacement for the Interconnection Agreement currently in place between Sprint PCS and SBC Missouri, which the Commission approved on October 15, 1997.<sup>5</sup> The replacement Agreement does not make any change in how transit traffic is handled today. Although MITG claims this Agreement is “inconsistent” with the yet-to-be-completed “Enhanced Record Exchange Rule” being worked by the industry, MITG has failed to cite any provision of the Agreement to support this claim. Moreover, SBC Missouri understands that

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<sup>4</sup> MITG Application, p. 2.

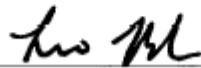
<sup>5</sup> Case No. TO-98-29.

Sprint PCS is paying all appropriate invoices issued by terminating LECs under approved Wireless Termination Service Agreements.<sup>6</sup> It is not expected that any proposed “Enhanced Record Exchange Rule” will upset any such intercompany compensation arrangements.

WHEREFORE, SBC Missouri respectfully requests the Commission not to permit intervention by MITG, and to approve the Interconnection Agreement between Sprint PCS and SBC Missouri.

Respectfully submitted,

SOUTHWESTERN BELL TELEPHONE, L.P.,  
D/B/A SBC MISSOURI

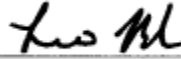
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<sup>6</sup> See, Response of Sprint Spectrum L.P. to Motion to Intervene, filed November 13, at pp. 5-6.

**CERTIFICATE OF SERVICE**

Copies of this document were served on the following parties by e-mail on November 14, 2003.



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