

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

In the Matter of a Request for Expansion of)	
the St. Louis Metropolitan Calling Area Plan to)	
Include the Exchanges of Washington, Union,)	Case No. TO-2005-0141
Wright City, St. Clair, Marthasville, Beaufort,)	
Foley, and Warrenton.)	

STIPULATION AND AGREEMENT

Comes now the Office of the Public Counsel ("OPC"), CenturyTel of Missouri, LLC ("CenturyTel") and the Staff of the Missouri Public Service Commission ("Staff"), collectively referred to as "the Signatories," and for their Stipulation and Agreement, state as follows:

1. On November 22, 2004, OPC filed a Request for Expansion of the St. Louis Metropolitan Calling Area ("MCA") Plan to include the exchanges of Beaufort, St. Clair, Union, and, Washington ("the AT&T Missouri exchanges")¹, and Foley, Marthasville, Warrenton and Wright City ("the CenturyTel exchanges"). The OPC asked the Commission to expand the St. Louis MCA by including the above-named exchanges as an additional tier of the MCA.

2. A local public hearing was held in this matter on January 18, 2006, in Innsbrook, Missouri, at which five customers of CenturyTel testified regarding their expanded calling needs.

¹ On December 2, 2005, the Staff, OPC and Southwestern Bell Telephone, L.P. d/b/a AT&T Missouri jointly filed a Stipulation and Agreement to resolve this case with respect to the AT&T Missouri exchanges, whereby those exchanges would be added to AT&T Missouri's MCA-5 rate classification. A hearing for the purpose of the presentation of that Stipulation and Agreement was held February 21, 2006, and the Commission issued its Order Approving Stipulation and Agreement and Order Directing Filing on February 23, 2006.

3. The Signatories have reached the following agreements in order to resolve this case with respect to the CenturyTel exchanges, which specifically include the exchanges of Foley, Holstein, Marthasville, Warrenton and Wright City (the "subject exchanges"):

a. The subject exchanges will constitute a new Tier, Metropolitan Calling Area-6 ("MCA-6") Service, to be added to the St. Louis MCA Plan as established by the Commission in its Report and Order, In the Matter of the Establishment of a Plan for Expanded Calling Scopes in Metropolitan and Outstate Exchanges, Case No. TO-92-306, December 23, 1992, and as clarified by the Commission in its Report and Order, In the Matter of an Investigation for the Purpose of Clarifying and Determining Certain Aspects Surrounding the Provisioning of Metropolitan Calling Area Service After the Passage and Implementation of the Telecommunications Act of 1996, Case No. TO-99-483, September 7, 2000 ("the MCA Orders").

b. All of the terms and conditions regarding the provision of MCA Service, as set forth in the MCA Orders, will apply with respect to the new MCA-6 service, unless otherwise specifically stated in this Stipulation and Agreement, including but not limited to:

i. Subscription to MCA-6 service in the subject exchanges will be optional and in addition to charges for local service and any other existing EAS charges not encompassed by the calling scope for MCA service. MCA-6 subscribers can call: all MCA-Central, MCA-1, MCA-2, MCA-3, MCA-4, and MCA-5 customers, and all MCA-6 subscribers.

ii. That all telecommunications companies providing MCA service in the MCA, including the subject exchanges, shall exchange MCA traffic on a bill-and-keep basis as specified in the MCA orders.

c. CenturyTel will initially offer MCA-6 Service to its residential customers in the subject exchanges for \$35.50 per month, and to its business customers in the subject exchanges for \$95.00 per month.

d. CenturyTel reserves the right to change the above-referenced prices by filing revised tariff sheets for review and approval under the statutes applicable to CenturyTel at the time of any proposed tariff revision.

e. The NXX codes that CenturyTel uses to provide MCA-6 service in the subject exchanges shall be identified using the Local Exchange Routing Guide. Customers in the subject exchanges optioning to subscribe to MCA-6 service will need to have their telephone numbers changed to reflect MCA telephone numbers.

f. Although CenturyTel will experience a loss in revenue as a result of the implementation of this Stipulation and Agreement, CenturyTel waives any right it may have to revenue neutrality so long as the Commission approves the Stipulation and Agreement without modification.

4. The Signatories agree to work cooperatively with the North American Numbering Plan Administrator, NeuStar ("NeuStar"), in order to have new NXX codes issued for the provision of MCA-6 Service in the subject exchanges. The Signatories respectfully request the Commission to render any needed assistance in obtaining these numbering resources.

5. CenturyTel intends to begin the implementation process for the new MCA-6 service in the subject exchanges following Commission approval of this Stipulation and Agreement. The Signatories note that it will take some period of time to implement this Stipulation and Agreement after approval by the Commission. In furtherance of implementation, CenturyTel will seek numbering resources from NeuStar and will seek Commission approval of its tariffs. Additionally, telecommunications carriers will need to revise their network routing functions to account for the new MCA-6 calling scope and may need to revise their ordering and billing systems so that the new MCA-6 service can be made available.

6. The other parties to this case, Fidelity Telephone Company, Orchard Farm Telephone Company, Southwestern Bell Telephone, L.P. d/b/a AT&T Missouri, Spectra Communications Group, L.L.C., d/b/a CenturyTel, and Missouri Independent Telephone Company Group² ("MITG"), have advised the Signatories that they do not oppose this Stipulation and Agreement. Pursuant to 4 CSR 240-2.115(2)(C), if no party timely objects to the Stipulation and Agreement, the Commission may treat this agreement as a unanimous stipulation and agreement.

7. If the Commission approves this Stipulation and Agreement in its entirety, such approval will resolve all issues in this matter with respect to the CenturyTel exchanges.

8. This Stipulation and Agreement has resulted from extensive negotiations among the Signatories and the terms hereof are interdependent. In the event that the Commission does not approve this Stipulation and Agreement in its entirety, it shall

² MITG consists of Alma Communications Company, d/b/a Alma Telephone Company, Choctaw Telephone Company, MoKan Dial, Inc., Mid-Missouri Telephone Company, Chariton Valley Telephone Corporation, and Northeast Missouri Rural Telephone Company.

become null and void and none of the Signatories shall be bound by any of the agreements or provisions hereof.

9. In the event the Commission accepts the specific terms of this Stipulation and Agreement, the Signatories waive, with respect to the issues resolved herein, their respective rights, to present testimony, to cross-examine witnesses, and to present oral argument and written briefs pursuant to Section 536.080, R.S.Mo. 2000; their respective rights to the reading of the transcript by the Commission pursuant to Section 536.080.2, R.S.Mo. 2000; and their respective rights to judicial review pursuant to Section 386.510, RSMo. 1994. The parties agree to cooperate with each other in presenting this Stipulation and Agreement to the Commission for approval, and will take no action, direct or indirect, in opposition to approval of this Stipulation and Agreement.

10. The Staff shall file suggestions or a memorandum in support of this Stipulation and Agreement and the other Parties shall have the right to file responsive suggestions.

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


Wherefore, the Signatories respectfully request that the Commission issue an order approving this Stipulation and Agreement.

Respectfully submitted,


CENTURYTEL OF MISSOURI, LLC

By: 
Larry W. Dority MO Bar 25617
FISCHER & DORITY, P.C.
101 Madison, Suite 400
Jefferson City, MO 65101
Telephone: (573) 636-6758
Fax: (573) 636-0383
Email: lw Dority@sprintmail.com

STAFF OF THE MISSOURI PUBLIC SERVICE
COMMISSION

By: 
David Meyer MO Bar 46620
P.O. Box 360
Jefferson City, MO 65102
(573) 751-8706 (Telephone)
(573-751-9285 (Fax)
david.meyer@psc.mo.gov

OFFICE OF THE PUBLIC COUNSEL

By: 
Michael F. Dandino MO Bar 24590
Deputy Public Counsel
PO Box 2230
Jefferson City, MO 65102
(573) 751-4857
(573) 751-5559
(573) 751-5562 (Fax)
mike.dandino@ded.mo.gov

CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the foregoing document has been hand-delivered, transmitted by e-mail or mailed, First Class, postage prepaid, this 18th day of April, 2006, to:

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

David Meyer
Missouri Public Service Commission
P.O. Box 360
Jefferson City MO 65102

Craig Johnson
1648-A East Elm Street
Jefferson City, MO 65102

Paul Lane
Leo Bub
Mimi MacDonald
Southwestern Bell Telephone Company
One Bell Center, Room 3520
St. Louis, MO 63101

W.R. England, III
Brian McCartney
Brydon, Swearengen & England
P.O. Box 456
Jefferson City, MO 65102

/s/ Larry W. Dority

Larry W. Dority