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October 26, 1999

**FILED**<sup>2</sup>

OCT 28 1999

Missouri Public  
Service Commission

TO 2000-301

Mr. Dale Hardy Roberts  
Secretary/Chief Regulatory Law Judge  
Missouri Public Service Commission  
301 West High Street, Suite 530  
Jefferson City, MO 65101

Re: In the Matter of Sprint Missouri, Inc.'s Request for Termination of Quarterly 4-TEL tests

Dear Mr. Roberts:

Enclosed for filing are an original and fourteen (14) copies of Sprint Missouri, Inc.'s request for termination of quarterly 4-TEL tests.

If you have any questions, please do not hesitate to contact me at (913) 345-7915.

Sincerely,

  
Linda K. Gardner

LKG:ket  
Enclosures

cc: All Parties

FILED<sup>2</sup>

OCT 28 1999

Missouri Public  
Service Commission

BEFORE THE PUBLIC SERVICE COMMISSION  
STATE OF MISSOURI

In Re: Sprint Missouri, Inc.'s request  
for termination of quarterly 4-TEL tests.

)  
)

Case No. TD-2000-301

**REQUEST TO TERMINATE QUARTERLY 4-TEL WIRE CENTER TESTING**

Comes now Sprint Missouri, Inc. (Sprint) seeking an Order from the Commission terminating its obligation to conduct and file quarterly 4-TEL tests. In support, Sprint states as follows:

On August 13, 1993, the Staff of the Missouri Public Service Commission (Staff), the Office of the Public Counsel (OPC), and United Telephone Company of Missouri (now known as Sprint Missouri, Inc.) filed a STIPULATION AND AGREEMENT REGARDING QUALITY OF SERVICE (Stipulation) in Case No. TR-93-181. This Stipulation requires Sprint to perform 4-TEL tests, at the "C" level of sensitivity, of all Sprint wire centers within the Commission's jurisdiction. (Stipulation, paragraph 6, Attached as Exhibit 1) The tests are to be conducted quarterly and the results are to be reported to Staff.

Sprint has conducted the tests and reported the results to Staff, as required, for approximately six (6) years. The test results over the last six(6) years have disclosed no significant problems in Sprint's network. To Sprint's knowledge, Sprint is the only telecommunications company performing this test and providing the results to Staff. Sprint has discussed the termination of these tests and reports with Staff and OPC and neither oppose terminating this test and quarterly report. Termination of this test and quarterly report will not effect Sprint's obligation to comply with any other reporting and/or testing requirements of Chapter 32 of the Commission Rules and Regulations.

By the end of 1999, all step-by-step switches within the Commission's jurisdiction will be eliminated and replaced with digital switches. Consequently, quarterly test required under paragraph 5 of the Stipulation will no longer be applicable.

WHEREFORE, for the foregoing reasons, Sprint seeks an Order from this Commission terminating its obligations to perform and file 4-TEL tests, at the "C" level of sensitivity, of all wire centers within the Commission's jurisdiction.

Respectfully Submitted,

SPRINT MISSOURI, INC.



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Fax. (913)345-7568

#### **CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing REQUEST TO TERMINATE QUARTERLY 4-TEL WIRE CENTER TESTING was hand delivered or mailed, postage pre-paid, to the following on this \_\_\_\_ day of October, 1999:

Dan Joyce  
General Counsel  
Missouri Public Service Commission  
P.O. Box 360  
Jefferson City, Missouri 65102

Martha Hogerty  
Office of the Public Counsel  
P.O. Box 7800  
Jefferson City, Missouri 65102



BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI

FILED

AUG 13 1993

PUBLIC SERVICE COMMISSION

In the matter of United Telephone )  
Company of Missouri's Tariff Sheets Designed )  
to Increase Rates for Telephone Service to )  
Customers in the Missouri Service Area. )

Case No. TR-93-181

STIPULATION AND AGREEMENT REGARDING QUALITY OF SERVICE

The audit conducted by the Staff of the Missouri Public Service Commission (the Staff) of the service provided by United Telephone Company of Missouri (UTM) revealed instances of service that did not conform to Missouri Public Service Commission (Commission) regulations or Staff standards. The Staff believes these instances of non-conforming service to be maintenance-related. This audit gave rise to recommendations set forth in the direct testimony of Staff witness Myron E. Couch. While not necessarily agreeing with the Staff's service findings, UTM finds the following recommendations reasonable and agrees to comply with the recommendations with the following clarifications:

1. By January 1, 1994, UTM will replace temporary repairs made in response to the Staff's outside plant cable audit with permanent repairs, and will report to the Staff when such replacements were completed.
2. By January 1, 1994, UTM will correct all major faults identified in Mr. Couch's direct testimony, Schedule 1, and report its findings and corrective actions to the Staff.
3. By January 1, 1994, UTM will mark circuits in all UTM wire centers within the Commission's jurisdiction which, in UTM's judgment, provide safety-related services, and report to the Staff when such identification was completed.

4. When the Staff informs UTM that the Staff will audit the outside plant cable pairs of a specific UTM wire center and requests a list of outside plant working cable pairs served by that office, UTM will provide such list within twelve (12) hours of the request.

5. Each quarter, UTM will perform routine tests of its step-by-step switches within the Commission's jurisdiction, and report the results of such tests to the Staff. The routine tests will include local-to-local completions, local-to-CAMA, local-to-TSPS and local-to-EAS (if applicable).

6. Each quarter, UTM will perform 4-TEL tests, at the "C" level of sensitivity, of all UTM wire centers within the Commission's jurisdiction, and report the results of such tests to the Staff.

7. Mr. Couch's and UTM witness Harold G. Rohrer's prefiled direct testimony and schedules pertaining to quality of service and customer service shall be received into evidence without the necessity of Mr. Couch or Mr. Rohrer taking the stand.

8. If the Commission accepts the terms of this Stipulation and Agreement, the signatories waive their rights

- (a) to cross-examine witnesses regarding quality-of-service issues addressed herein,
- (b) to present oral argument and written briefs regarding quality-of-service issues addressed herein pursuant to Section 536.080.1 RSMo 1986, and
- (c) to judicial review contesting the terms of this stipulation pursuant to Section 386.510 RSMo 1986.

The Commission should not construe this Stipulation and Agreement as waiving rights with regard to any other issues in this docket.

9. The Staff shall have the right to explain its rationale for entering into this Stipulation and Agreement to the Commission, and to provide to the Commission whatever further explanation the Commission requests. The Staff's explanation shall not become part of the record of this proceeding and shall not bind or prejudice the Staff in any further proceeding. In the event the Commission does not approve this Stipulation and Agreement, the Staff's explanation shall not bind or prejudice the Staff in this proceeding. Any rationales advanced by the Staff are its own and are not acquiesced in or otherwise adopted by the other signatories.

10. This Stipulation and Agreement represents a negotiated settlement. Except as specified herein, the parties to this Stipulation and Agreement shall not be prejudiced, bound by, or in any way affected by the terms of this Stipulation and Agreement in any future proceeding, any proceeding currently pending under a separate docket, or this proceeding, should the Commission not approve this Stipulation and Agreement, nor shall the parties in any way condition the approval of this Stipulation and Agreement.

11. None of the parties to this Stipulation and Agreement shall be deemed to have approved or acquiesced in any question of Commission authority that may underlie this Stipulation and Agreement, or for which provision is made in this Stipulation and Agreement.

12. The provisions of this Stipulation and Agreement have resulted from negotiations among the signatories and are interdependent. In the event the Commission does not

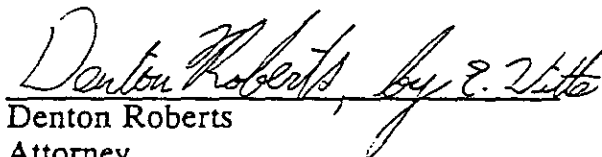
approve the terms of this Stipulation and Agreement in total, it shall be void and no party shall be bound, prejudiced or in any way affected by any of the agreements or provisions hereof.

WHEREFORE, the signatories respectfully request that the Commission issue an order that approves this Stipulation and Agreement.

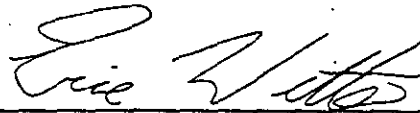
Respectfully submitted,

UNITED TELEPHONE COMPANY  
OF MISSOURI

THE STAFF OF THE  
MISSOURI PUBLIC SERVICE COMMISSION

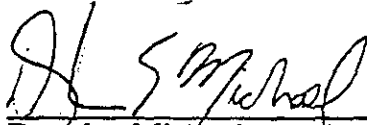


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