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STATE OF MISSOURI
PUBLIC SERVICE COMMISSION

At a Session of the Public Service
Commission held at its office
in Jefferson City on the 16th
day of December, 1993.

In the matter of the local exchange
telecommunications companies'
modernization plans pursuant to
4 CSR 240-32.100.

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CASE NO. TO-93-309

ORDER APPROVING STIPULATION AND AGREEMENTS

On May 14, 1993, the Commission established Case No. TO-93-309 to receive the three, five, and seven-year modernization plans required to be filed by local exchange telecommunications companies (LECs) operating in Missouri pursuant to 4 CSR 240-32.100. By June 18, 1993, each LEC had submitted a filing to docket.

On August 24, 1993, the Staff of the Commission (Staff) filed a memorandum concerning the modernization filings. Within its memorandum, Staff indicated that Goodman Telephone Company (Goodman), Lathrop Telephone Company (Lathrop), Mid-Missouri Telephone Company (Mid-Missouri), New London Telephone Company (New London), Orchard Farm Telephone Company (Orchard Farm), Steelville Telephone Exchange, Inc. (Steelville), and Stoutland Telephone Company (Stoutland) each provide the minimum necessary elements for basic local and interexchange telecommunications service as defined by the rule. Staff also indicated that a Stipulation and Agreement (Stipulation) between Staff, the Office of the Public Counsel (Public Counsel), and each of these companies would be filed.

By August 26, 1993, Stipulations with each of the companies had been filed. The Stipulations (Attachments A-1 through A-7 to this Order and incorporated herein by reference) contain identical provisions. The Stipulations state that each company provides, and shall continue to provide, the minimum necessary elements for basic local and interexchange telecommunications service as prescribed in the modernization rule.

The Commission has reviewed the filings made pursuant to the modernization rule and the Stipulations in this matter. The Commission finds that Goodman, Lathrop, Mid-Missouri, New London, Orchard Farm, Steelville, and Stoutland each

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provide the minimum necessary elements for basic local and interexchange telecommunications service as defined by 4 CSR 240-32.100. The Commission also finds that the provision for each company to continue to provide the minimum necessary elements for basic service is beneficial for purposes of protecting the public interest in the future. Thus, the Commission finds that the Stipulations are just and reasonable.

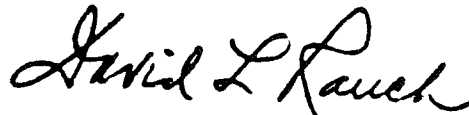
The Commission may approve a stipulation of the issues in a case if it finds that the stipulation is just and reasonable. The Commission has so found and thus determines that the Stipulations in this case should be approved.

IT IS THEREFORE ORDERED:

1. That the Stipulation and Agreements filed in this case (Attachments A-1 through A-7) by the Staff of the Commission, the Office of the Public Counsel, Goodman Telephone Company, Lathrop Telephone Company, Mid-Missouri Telephone Company, New London Telephone Company, Orchard Farm Telephone Company, Steelville Telephone Exchange, Inc., and Stoutland Telephone Company are hereby approved and adopted.

2. That this Order shall become effective on December 28, 1993.

BY THE COMMISSION



David L. Rauch
Executive Secretary

(S E A L)

Mueller, Chm., McClure, Perkins,
Kincheloe and Crumpton, CC., Concur.

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

In the matter of the local exchange
telecommunications companies')
modernization plans pursuant to) Case No. TO-93-309
4 CSR 240-32.100)

STIPULATION AND AGREEMENT

Pursuant to documentation filed by it, Goodman Telephone Company ("Goodman"), with the Office of the Public Counsel ("OPC") and the Staff of the Missouri Public Service Commission ("the Staff") agree and stipulate as follows:

1. Goodman provides, and shall continue to provide, the minimum necessary elements for basic local and interexchange telecommunications service as prescribed in the "Modernization Rule", 4 CSR 240-32.100.

2. The Staff shall have the right to explain its rationale for entering into this Stipulation and Agreement, 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.

3. 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

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MISSOURI
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future proceeding, any proceeding currently pending under a separate docket, or this proceeding, should the Commission not approve this Stipulation and Agreement.

4. 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, and that waives any deficiencies that may exist with Goodman's filings pursuant to the Modernization Rule.

Respectfully submitted,

OFFICE OF THE PUBLIC COUNSEL


Randy Bakewell


Assistant Public Counsel
Office of the Public Counsel
P.O. Box 7800
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314-751-5559

GOODMAN TELEPHONE COMPANY


W.R. England, III

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314-635-7166
Attorneys for Goodman Telephone Company

THE STAFF OF THE
MISSOURI PUBLIC SERVICE COMMISSION


Eric B. Witte
Assistant General Counsel
Missouri Public Service Commission
P.O. Box 360
Jefferson City, Missouri 65102
314-751-4140

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 following service list this 25th day of August, 1993.



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Jefferson City, MO 65102

Randy Bakewell
Office of the Public Counsel
P. O. Box 7800
Jefferson City, MO 65102

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) Case No. TO-93-309
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STIPULATION AND AGREEMENT

Pursuant to documentation filed by it, Lathrop Telephone Company ("Lathrop"), with the Office of the Public Counsel ("OPC") and the Staff of the Missouri Public Service Commission ("the Staff") agree and stipulate as follows:

1. Lathrop provides, and shall continue to provide, the minimum necessary elements for basic local and interexchange telecommunications service as prescribed in the "Modernization Rule", 4 CSR 240-32.100.

2. The Staff shall have the right to explain its rationale for entering into this Stipulation and Agreement, 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.

3. 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

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WHEREFORE, the signatories respectfully request that the Commission issue an order that approves this Stipulation and Agreement, and that waives any deficiencies that may exist with Lathrop's filings pursuant to the Modernization Rule.

Respectfully submitted,

OFFICE OF THE PUBLIC COUNSEL


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LATHROP TELEPHONE COMPANY


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

In the matter of the local exchange)	
telecommunications companies')	Case No. TO-93-309
modernization plans pursuant to)	
4 CSR 240-32.100)	

STIPULATION AND AGREEMENT

Pursuant to documentation filed by it, Mid-Missouri Telephone Company ("Mid-Missouri"), with the Office of the Public Counsel ("OPC") and the Staff of the Missouri Public Service Commission ("the Staff") agree and stipulate as follows:

1. Mid-Missouri provides, and shall continue to provide, the minimum necessary elements for basic local and interexchange telecommunications service as prescribed in the "Modernization Rule", 4 CSR 240-32.100.

2. The Staff shall have the right to explain its rationale for entering into this Stipulation and Agreement, 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.

3. 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

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4. 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, and that waives any deficiencies that may exist with Mid-Missouri's filings pursuant to the Modernization Rule.


Respectfully submitted,

OFFICE OF THE PUBLIC COUNSEL


Randy Bakewell


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MID-MISSOURI TELEPHONE COMPANY


Craig Johnson

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Third Floor, 301 East McCarty St.
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Attorney for Mid-Missouri Telephone Company

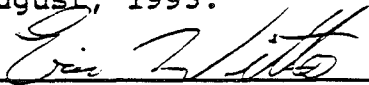
THE STAFF OF THE
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CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing have been mailed or hand-delivered to all counsel of record as shown on the following service list this 24th day of August, 1993.



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Randy Bakewell
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) Case No. TO-93-309
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STIPULATION AND AGREEMENT

Pursuant to documentation filed by it, New London Telephone Company ("New London"), with the Office of the Public Counsel ("OPC") and the Staff of the Missouri Public Service Commission ("the Staff") agree and stipulate as follows:

1. New London provides, and shall continue to provide, the minimum necessary elements for basic local and interexchange telecommunications service as prescribed in the "Modernization Rule", 4 CSR 240-32.100.

2. The Staff shall have the right to explain its rationale for entering into this Stipulation and Agreement, 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.

3. 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

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4. 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, and that waives any deficiencies that may exist with New London's filings pursuant to the Modernization Rule.

Respectfully submitted,

OFFICE OF THE PUBLIC COUNSEL


Randy Bakewell


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NEW LONDON TELEPHONE COMPANY



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**BEFORE THE PUBLIC SERVICE COMMISSION
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telecommunications companies') Case No. TO-93-309
modernization plans pursuant to)
4 CSR 240-32.100)

STIPULATION AND AGREEMENT

Pursuant to documentation filed by it, Orchard Farm Telephone Company ("Orchard Farm"), with the Office of the Public Counsel ("OPC") and the Staff of the Missouri Public Service Commission ("the Staff") agree and stipulate as follows:

1. Orchard Farm provides, and shall continue to provide, the minimum necessary elements for basic local and interexchange telecommunications service as prescribed in the "Modernization Rule", 4 CSR 240-32.100.

2. The Staff shall have the right to explain its rationale for entering into this Stipulation and Agreement, 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.

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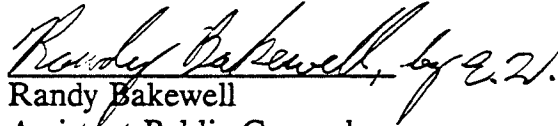
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WHEREFORE, the signatories respectfully request that the Commission issue an order that approves this Stipulation and Agreement, and that waives any deficiencies that may exist with Orchard Farm's filings pursuant to the Modernization Rule.

Respectfully submitted,

OFFICE OF THE PUBLIC COUNSEL


Randy Bakewell

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ORCHARD FARM TELEPHONE COMPANY


W.R. England, III

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Attorneys for Orchard Farm Telephone Company

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314-751-4140

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 following service list this 26th day of August, 1993.

Eric W. White

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Randy Bakewell
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Jefferson City, MO 65102

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In the matter of the local exchange)	
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4 CSR 240-32.100)	

STIPULATION AND AGREEMENT

Pursuant to documentation filed by it, Steelville Telephone Exchange, Inc. ("Steelville"), with the Office of the Public Counsel ("OPC") and the Staff of the Missouri Public Service Commission ("the Staff") agree and stipulate as follows:

1. Steelville provides, and shall continue to provide, the minimum necessary elements for basic local and interexchange telecommunications service as prescribed in the "Modernization Rule", 4 CSR 240-32.100.

2. The Staff shall have the right to explain its rationale for entering into this Stipulation and Agreement, 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.

3. 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

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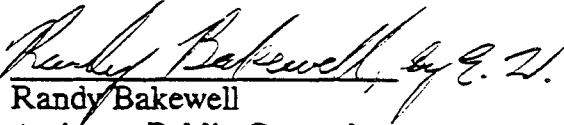
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WHEREFORE, the signatories respectfully request that the Commission issue an order that approves this Stipulation and Agreement, and that waives any deficiencies that may exist with Steelville's filings pursuant to the Modernization Rule.

Respectfully submitted,

OFFICE OF THE PUBLIC COUNSEL

 Randy Bakewell
Assistant Public Counsel


Office of the Public Counsel
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Jefferson City, MO 65102
314-751-5559

STEELVILLE TELEPHONE EXCHANGE, INC.

 Paul A. Boudreau
W.R. England, III

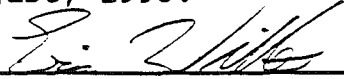
Paul A. Boudreau
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Attorneys for Steelville Telephone Exchange, Inc.

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Randy Bakewell
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**BEFORE THE PUBLIC SERVICE COMMISSION
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In the matter of the local exchange)	
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STIPULATION AND AGREEMENT

Pursuant to documentation filed by it, Stoutland Telephone Company ("Stoutland"), with the Office of the Public Counsel ("OPC") and the Staff of the Missouri Public Service Commission ("the Staff") agree and stipulate as follows:

1. Stoutland provides, and shall continue to provide, the minimum necessary elements for basic local and interexchange telecommunications service as prescribed in the "Modernization Rule", 4 CSR 240-32.100.

2. The Staff shall have the right to explain its rationale for entering into this Stipulation and Agreement, 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.

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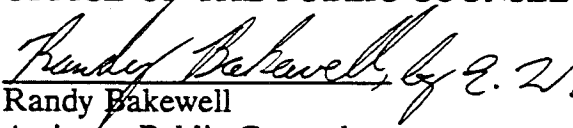
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WHEREFORE, the signatories respectfully request that the Commission issue an order that approves this Stipulation and Agreement, and that waives any deficiencies that may exist with Stoutland's filings pursuant to the Modernization Rule.

Respectfully submitted,

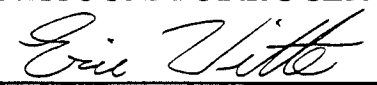
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STOUTLAND TELEPHONE COMPANY

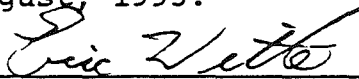

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Attorneys for Stoutland Telephone Company

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