

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

FILED⁴
MAY 06 2003
Missouri Public
Service Commission

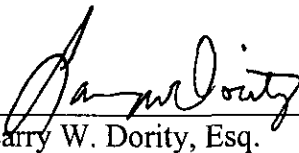
In the matter of the Application of)
Spectra Communications Group, LLC)
for approval of its Interconnection and)
Reciprocal Compensation Agreement with)
T-Mobile USA, Inc. under 47 U.S.C. § 252.)

Case No. TK-2003-0294

**NOTICE OF SUBMISSION OF REVISED PAGES
OF INTERCONNECTION AND RECIPROCAL
COMPENSATION AGREEMENT**

Spectra Communications Group, LLC ("Spectra") hereby files revised pages to the Interconnection and Reciprocal Compensation Agreement between Spectra and T-Mobile USA, Inc. ("T-Mobile"), previously submitted in this matter as an attachment to the Application for Approval filed herein on February 20, 2003. The revised pages, attached hereto under correspondence from Spectra to Associate General Counsel Eric Anderson dated May 6, 2003, are facsimile copies, and original pages will be included in a complete copy of the Interconnection and Reciprocal Compensation Agreement, with the pages numbered seriatim, to be filed in the case papers herein.

Respectfully submitted,



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Attorneys for Spectra Communications Group, LLC

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 6th day of May, 2003, to:

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

David A. Miller, Sr.
Vice President of Legal Affairs
T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006

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General Counsel
Missouri Public Service Commission
P.O. Box 360
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May 6, 2003

HAND-DELIVERED

Mr. Eric W. Anderson
Associate General Counsel
Missouri Public Service Commission
200 Madison Street, 8th Floor
Jefferson City, MO 65102

RE: Case No. TK-2003-0294

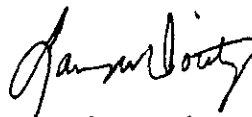
Dear Eric:

In response to the Staff Motion to File Memorandum Out of Time and Staff Recommendation to Reject Interconnection Agreement, and as reflected in my comments on the record in the Prehearing Conference held in this matter on May 1, please find attached revised pages of the Interconnection and Reciprocal Compensation Agreement between Spectra Communications Group, LLC ("Spectra") and T-Mobile USA, Inc. ("T-Mobile"), which have been agreed to by Spectra and T-Mobile. These pages include page 6, with the additional language in Section 3.2 to cover Third Party Provider traffic; page 8, with the additional language in Section 5.1.4; and page 23, with the footnote reflecting corrected references to Spectra. A new Signature Page, page 22, dated May 5, 2003, also is attached with the executed signatures of the parties.

Due to the necessity for expedited treatment, the attached pages are facsimile copies. Assuming that the Staff will recommend that the Commission order the parties to file a complete copy of the Interconnection and Reciprocal Compensation Agreement, with the pages numbered seriatim, that includes the revised pages, the original pages will be filed therein.

If you have any questions, please contact me.

Sincerely,



Larry W. DORITY

Att:
cc: Mr. Dan Menser

herein, with T-MOBILE. Spectra's execution of this Agreement does not in any way constitute a waiver or limitation of Spectra's rights under Section 251(f)(1) or 251(f)(2) of the Act. Accordingly, Spectra expressly reserves the right to assert its right to an exemption or waiver and modification of Section 251(c) of the Act, in response to other requests for interconnection by T-MOBILE or any other carrier.

3. TRAFFIC INTERCHANGED.

3.1 The traffic subject to this Agreement shall be that Local Traffic which originates from a subscriber on the network of one Party and is delivered to a subscriber on the network of the other Party. Spectra agrees that T-MOBILE's NPA-NXX codes within the MTA will be local calls for Spectra's subscribers wherever the assigned rate center is within the Spectra local calling area (or EAS area) of the calling party. Such traffic includes that traffic which is delivered via a third party Tandem Switch. Terms and conditions for the interchange of traffic between the Parties via Type 1 Wireless Interconnection are governed by Spectra's applicable local tariff.

3.2 Tandem Switched Services

Spectra may provide to T-MOBILE Tandem Switching to another Spectra End Office or a non-Spectra End Office that subtends the Spectra access tandem.

T-MOBILE agrees that if traffic is sent to Spectra for termination on a Third Party Provider's network, then T-MOBILE shall negotiate a reciprocal compensation or interconnection agreement with such Third Party Provider.

3.3 Spectra will recognize T-Mobile NPANXXs that have a rate center located in Spectra's exchange or EAS calling area as Local Traffic. Calls to such NPA-NXXs will be rated no less favorably than calls by Spectra customers to other NPA-NPA-NXXs with the same rate center. Local Traffic originated by Spectra will be delivered directly to T-MOBILE at POI by Spectra.

4. FACILITIES.

Each Party shall construct, equip, maintain and operate its network in accordance with good engineering practices for telephone systems and in compliance with all applicable rules and regulations, as amended from time-to-time, of any regulatory body empowered to regulate any aspect of the facilities contemplated herein. Where appropriate and consistent with industry practices and upon reasonable notice, each Party shall make the necessary arrangements to assure the other Party access to the point of physical interconnection for testing, maintenance, repairing and removing facilities.

When ordered by T-MOBILE, Spectra shall provide interconnection circuits of a quality comparable to that provided to any other interconnected Local Exchange Carrier or to private branch exchanges between the Spectra switching center and the POI located in Spectra's local exchange serving area. Spectra and T-MOBILE will jointly determine the interconnection circuit design and routing as well as the selection of the switching center from which service will be provided.

Spectra agrees that T-MOBILE may connect to one or several Spectra end offices or

4. Transiting

For T-MOBILE's Local Traffic that is transported to non-Spectra End Offices via a Spectra Tandem Switch, T-MOBILE will compensate Spectra for the tandem switched traffic between T-MOBILE and the non-Spectra End Office Company at rates defined in Section 3 of Attachment I. T-MOBILE agrees that if traffic is sent to Spectra for termination on a non-Spectra end Office Company's network, then T-MOBILE shall negotiate a reciprocal compensation or interconnection agreement with such non-Spectra end Office Company. By transporting traffic to non-Spectra End Offices via a Spectra Tandem Switch, Spectra shall not be liable for compensation to the non-Spectra End Office Company, and T-MOBILE agrees to indemnify and hold Spectra harmless against any charges or claims for compensation from non-Spectra End Office Companies for such traffic.

- 5.2 The charges for Interconnection Facilities shall be determined by Spectra's applicable tariff for such facilities. Where Interconnection Facilities are used for two-way traffic, the applicable recurring charges (if any) will be reduced by a percentage equal to the percentage of traffic on such Interconnection Facilities that originates on Spectra's network and terminates on T-MOBILE's network. This percentage is referred to as the Land to Mobile Traffic Factor on Attachment I Section 2. This percentage is also referred to, from time to time, in this Agreement, as the Traffic Factor or Traffic Usage Factor. Facilities, within Spectra's exchange area purchased from a third party, if any, will be billed by the ordering Party to the other Party at the appropriate Land to Mobile Traffic Factor percentage for the applicable recurring and non-recurring charges. The Parties agree that, at either Party's request, they will review the initial percentages based on actual usage after the initial six (6) months and after each six month period thereafter and will revise the percentage at that time based on actual traffic patterns during the preceding six (6) months. Any change to the Land to Mobile Traffic Factor will be effective at the beginning of the then current six-month period.
- 5.3 Each Party shall compensate the other for transport and termination of Local Traffic at the reciprocal local network usage rates set forth in Section 3 of Attachment I. Traffic that originates on either Party's network and terminates on the other Parties' network will be charged at the Local Network usage rates set forth in Section 3 of Attachment I.
- 5.4 The Parties will exchange billing information on a monthly basis. If T-Mobile does not bill Spectra for call termination, it can request to be compensated by Spectra for Interconnection Facilities and Local Traffic Usage by using a Reciprocal Compensation Credit until such time T-Mobile can provide a billing consistent with OBF industry standards. Spectra will prepare its bill in accordance with its existing CABS billing systems. T-MOBILE will prepare its bill in accordance with the now current CABS industry standards. The Parties will make an effort to conform to current and future OBF (CABS BOS) standards, insofar as is reasonable. In the event that neither Party is capable of measuring, or has access to a measurement of traffic originating on Spectra's network, the charge to T-MOBILE for Local Network Usage and Interconnection Facilities shall be based upon a mutually agreed upon assumed Traffic Usage Factor. The initial Traffic Factors are set forth in Section 2 of

Attachment I Rates and Factors

1. Interconnection Facilities Appropriate tariff.
2. Traffic Factor
 Land-to-Mobile 30%
 Mobile-to-Land 70%
3. Local Network Usage

Reciprocal Compensation

Each party agrees to compensate the other for terminating local service area calls originated on its network.

| | |
|-------------------------|------------------------------|
| Rate per terminated MOU | \$ 0.012 per minute of use * |
|-------------------------|------------------------------|

Local Tandem Switching *

| | |
|------------------|----------------------------------|
| Tandem switching | \$ 0.008562 per minute of use |
| Local transport | |
| Termination | \$ 0.0012910 per minute of use |
| Facility | \$ 0.0002620 per minute per mile |

* Spectra may provide transiting of local traffic which is tandem switched and transported by Spectra on behalf of T-MOBILE to a non-Spectra end office that subtends the Spectra tandem switch at the Local Tandem switching rates above.



SIGNATURE PAGE

IN WITNESS WHEREOF, each Party has executed this Agreement to be effective on the latest date reflected by the signing parties.

I-Mobile USA, Inc.

By: [Signature]

Name: Dan [Signature]

Title: sr. corporate counsel

Date: 5/5/03

Spectra Communications Group, LLC

By: [Signature]

Name: Guy Miller

Title: Director - Carrier Relations

Date: 5/5/03