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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 26th
day of February, 1998.

AT&T Communications of the)	
Southwest, Inc.,)	
)	
Complainant,)	
)	
v.)	<u>Case No. TC-97-335</u>
)	
Ozark Telephone Company,)	
)	
Respondent.)	
)	

ORDER APPROVING STIPULATION AND AGREEMENT

AT&T Communications of the Southwest, Inc. (AT&T) initiated this case by filing a complaint against Ozark Telephone Company (Ozark) on February 19, 1997. AT&T alleged that Ozark had provided inadequate service to AT&T and other customers by failing to repair defective or damaged equipment on a timely basis, refusing to accept and respond to trouble reports on a timely basis, and failing to advise AT&T as an interconnecting carrier about the status of investigation and repair attempts. AT&T also alleged that one of the T1.5 access lines provided by Ozark to AT&T had failed on four occasions prior to the filing of the complaint and that Ozark had taken an inordinate amount of time to properly restore service, inconsistent with industry expectations.

The Commission issued a Notice of Complaint on February 25. On March 19, Ozark filed its answer, in which Ozark denied AT&T's allegations. Ozark explained that it has only two full-time employees, one of which

serves as its sole repairman, to serve the 2,000 customers in its two exchanges. Also, Ozark explained that it has only been operating as a telecommunications company in Missouri since April 1, 1996, when it acquired the assets for its exchanges from GTE Midwest Incorporated pursuant to a Commission approved asset purchase agreement.¹

Ozark alleged that AT&T had harassed Ozark by calling every 30 minutes to check on the status of repairs and investigations following trouble reports. According to Ozark, the T1.5 access line at issue, which serves an AT&T customer in Noel, was struck by lightning in June of 1996 and it took Ozark 24-36 hours to repair the line after Ozark received notification of the damage. Ozark alleged that two to three days passed between the time of the lightning strike and the time of AT&T's notice to Ozark. Ozark stated that the only other service interruption took place in July of 1996 and that Ozark restored service approximately one hour after receiving notification; any other service interruptions were due to customer-owned equipment for which Ozark was not responsible.

The Commission convened a prehearing conference of the parties on May 12, 1997 for the purpose of identifying the issues and giving the parties a forum to negotiate.

On September 19, AT&T and Ozark filed a Stipulation and Agreement (Agreement) and requested Commission approval of its terms. The Agreement does not contain any stipulations of fact concerning the allegations made in the complaint or the answer. However, the Agreement identifies the actions that each party will take to resolve the dispute. Ozark will provide AT&T with four telephone numbers at which Ozark personnel can be reached 24 hours per day, seven days per week, to receive trouble reports.

¹ The Commission approved the sale and issued a certificate of service authority to Ozark on July 11, 1995 in Case No. TM-95-134.

Ozark will provide AT&T with reasonable periodic reports as to the status of investigation and repair attempts, and AT&T will not initiate contact unless Ozark fails to provide such reports. If AT&T needs to contact Ozark, there will be only one individual from AT&T initiating contact. Ozark will install and maintain a "Smart Jack" on the premises of the Hudson Foods facility near Noel, and will purchase and store at the facility a spare "Smart Jack." If AT&T makes a trouble report that requires Ozark to dispatch personnel outside of normal business hours (8:00 a.m. to 5:00 p.m.), AT&T will pay Ozark's overtime expenses. AT&T will pay a minimum of two hours of overtime for any such incident.

The Agreement was signed by AT&T and Ozark only. Under 4 CSR 240-2.115, the Commission may treat a stipulation and agreement as a unanimous stipulation agreement unless a non-signatory party requests a hearing within five days after receiving notice of the stipulation and agreement. Neither the Staff of the Commission (Staff) nor the Office of the Public Counsel (OPC), who are the remaining parties to the case, requested a hearing concerning the Agreement.

Staff filed Suggestions in Support of the Agreement on January 20, 1998. The suggestions did not state that Staff had investigated the facts alleged in the complaint or answer. Staff supports the Agreement because it fairly and accurately represents the oral agreement that the parties had reached at the prehearing conference.

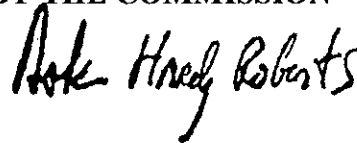
The standard for Commission approval of a stipulation and agreement is whether the agreement is just, reasonable and in the public interest. The Commission has reviewed the complaint, the answer, and the other case papers and finds that the terms of the Agreement reached by the parties is just and reasonable and will serve the public interest. The Commission does not have sufficient information to make findings concerning

the allegations contained in the complaint and answer. Moreover, the Commission does not, in this case, address the necessity for or reasonableness of Ozark's purchase of two "Smart Jacks." Nevertheless, the Commission finds that the terms upon which AT&T and Ozark seek to settle their dispute do not appear on their face to violate any statute, rule, or Commission order. Therefore, the Commission will approve the Agreement as set out in Attachment A to this order and will order the parties to comply with the Agreement.

IT IS THEREFORE ORDERED:

1. That the proposed Stipulation and Agreement, filed by AT&T Communications of the Southwest, Inc. and Ozark Telephone Company on September 19, 1997 is approved.
2. That the parties shall comply with the terms of the Stipulation and Agreement set forth in Attachment A to this order.
3. That this order shall become effective on March 10, 1998.
4. That this case shall be closed on March 11, 1998.

BY THE COMMISSION



Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge

(S E A L)

Lumpe, Ch., Drainer and Murray,
CC., concur.
Crumpton, C., absent.

Randles, Regulatory Law Judge

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COMMISSION COUNSEL
PUBLIC SERVICE COMMISSION

FILED

BEFORE THE PUBLIC SERVICE COMMISSION
STATE OF MISSOURI

SEP 19 1997

MISSOURI
PUBLIC SERVICE COMMISSION

AT&T Communications of the Southwest, Inc.,)

Complainant,)

v.)

Ozark Telephone Company,)

Respondent.)

Case No. TC-97-335

STIPULATION AND AGREEMENT

AT&T Communications of the Southwest, Inc. ("AT&T") initiated this proceeding on February 19, 1997, by filing a Complaint alleging certain deficiencies in the adequacy of the service provided by Ozark Telephone Company ("Ozark"). Ozark filed its Answers denying that any aspect of the services it renders are inadequate.

Pursuant to the Commission's scheduling order, representatives of AT&T, Ozark and the Commission Staff participated in a prehearing conference on May 12, 1997. As a result of negotiation and discussion during the prehearing conference, the parties stipulate and agree to the following:

1. Ozark will immediately provide AT&T representatives four (4) telephone numbers at which Ozark personnel can be reached 24 hours per day, 7 days per week, for the purpose of accepting and responding to trouble reports.
2. Upon receiving a trouble report, Ozark will provide AT&T with reasonable periodic reports as to the status of investigation and/or repair attempts. As

long as Ozark is providing such periodic reports, AT&T will not initiate further contact with Ozark. In the event that AT&T believes it is necessary to contact Ozark, it agrees that such contact will be made primarily by Julius Mann, his replacement or designee.

3. Ozark will install and maintain a "Smart Jack" on the premises of the Hudson Foods facility near Noel, MO. Further, Ozark will purchase and store for use at the Hudson Foods facility a spare "Smart Jack".

4. In the event Ozark dispatches personnel to respond to an AT&T trouble report not during normal business hours, e.g., 8:00 a.m. to 5:00 p.m., Monday through Friday (not including holidays), AT&T agrees to pay Ozark's charges for a minimum of two (2) hours of employee overtime. If the subject repair takes more than two (2) hours to perform, AT&T will pay Ozark for actual overtime expense incurred.

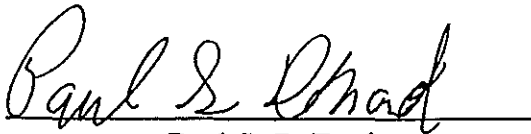
5. This Stipulation and Agreement has resulted from extensive negotiations among the signatories and the terms hereof are interdependent. In the event the Commission does not adopt this Stipulation in total, then this Stipulation and Agreement shall be void and no signatory shall be bound by any of the agreements or provisions hereof.

6. In the event the Commission accepts the specific terms of this Stipulation and Agreement, the parties waive, with respect to the issues resolved herein, their respective rights pursuant to §536.080.1, RSMo. 1994, to present testimony, to cross examine witnesses, and to present oral argument in written briefs; their respective rights to the reading of the transcript by the Commission pursuant to §536.080.2,

RSMo. 1994; and their respective rights to judicial review pursuant to §386.510, RSMo. 1994. The parties agree to cooperate with each other in presenting this Stipulation and Agreement for approval to the Commission.

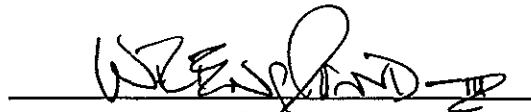
WHEREFORE, the signatories respectfully request the Commission issue its Order approving the terms of this Stipulation and Agreement.

Respectfully submitted,



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FOR: AT&T Communications of the
Southwest, Inc.



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