

**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"), Southwestern Bell Telephone, L.P., d/b/a SBC Missouri ("SBC Missouri") 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 SBC Missouri exchanges"), and Foley, Marthasville, Warrenton and Wright City ("the CenturyTel of Missouri exchanges").

2. The Signatories have reached the following agreements in order to resolve this case with respect to the SBC Missouri exchanges:

a. The SBC Missouri exchanges will be added to Tier 5 of the 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 SBC Missouri exchanges, unless otherwise specifically stated in this Stipulation and Agreement, including but not limited to:

i. Subscription to MCA service in the SBC Missouri 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.

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

c. SBC Missouri will initially offer MCA service to its customers in the Beaufort, St. Clair, Union, and Washington Exchanges for \$32.50 for residential customers and \$70.70 for business customers and SBC Missouri may change such rates by filing revised tariffs for review and approval under the statutes applicable to SBC Missouri at the time of any proposed tariff revision.

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

3. 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 service in the SBC Missouri exchanges. The Signatories respectfully request the Commission to render any needed assistance in obtaining these numbering resources.

4. SBC Missouri intends to begin the implementation process for the new MCA service in the SBC Missouri exchanges following Commission approval of this Stipulation and Agreement. In furtherance of implementation, SBC Missouri 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 calling scope and may need to revise their ordering and billing systems so that the new MCA service can be made available.

5. The other parties to this case, Fidelity Telephone Company, Orchard Farm Telephone Company, CenturyTel of Missouri, L.L.C., Spectra Communications Group, L.L.C., d/b/a CenturyTel, Missouri Independent Telephone Company Group<sup>1</sup> ("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.

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

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<sup>1</sup> 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.

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

8. 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.

9. 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.


10. 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, extent 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.

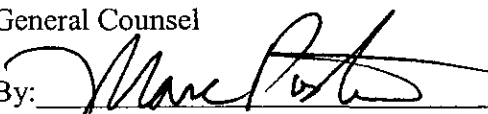
Respectfully submitted,

SOUTHWESTERN BELL TELEPHONE, L.P.

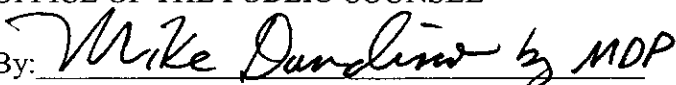
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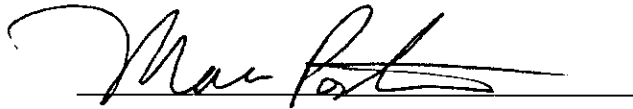
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Certificate of Service

I hereby certify that copies of the foregoing have been mailed, hand-delivered, transmitted by facsimile or electronically mailed to all counsel of record this 2nd day of December 2005.

A handwritten signature in black ink, appearing to read "Marc Post", is written over a horizontal line.