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November 4, 2004

EUGENE E. ANDERECK (1923-2004)
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FILED

NOV 04 2004

Secretary
Public Service Commission
P.O. Box 360
Jefferson City, Missouri 65102

Missouri Public
Service Commission

Re: In the Matter of the Application of Alltel Communications, Inc., for Approval of its Successor Cellular/PCS Interconnection Agreement and Accompanying Amendment With Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, under USC Section 252.
Case No. TK-2005-0114

Dear Secretary:

Enclosed for filing please find an original and eight copies of the Application to Intervene in Opposition to Certain Provisions of Agreement, and Request for Hearing of Alma Communications Company d/b/a Alma Telephone Company, Chariton Valley Telephone Corporation, Mid-Missouri Telephone Company, and Northeast Missouri Rural Telephone Company in the above referenced case.

If you have any questions, please contact me at the number listed above.

Sincerely,

Craig S. Johnson

CSJ:lw

Encl.

CC: Dan Joyce
Mike Dandino
Legal Counsel, SBC Missouri
Larry Dority
MITG Managers

BEFORE THE PUBLIC SERVICE COMMISSION
STATE OF MISSOURI

FILED
NOV 04 2004

In the Matter of the Application of Alltel)
Communications, Inc., for Approval of its)
Successor Cellular/PCS Interconnection)
Agreement and Accompanying Amendment)
With Southwestern Bell Telephone, L.P.)
d/b/a SBC Missouri, under 47 USC Section)
252.)

Missouri Public
Service Commission

Case No. TK-2005-0114

**Application to Intervene in Opposition To Certain Provisions of Agreement,
and Request for Hearing of Alma Communications Company d/b/a Alma Telephone
Company, Chariton Valley Telephone Corporation, Mid-Missouri Telephone
Company, and Northeast Missouri Rural Telephone Company**

Come now Alma Communications Company d/b/a Alma Telephone Company (Alma), Chariton Valley Telephone Corp. ("Chariton"), Choctaw Telephone Company (Choctaw), Mid-Missouri Telephone Company ("Mid-Missouri"), MoKan Dial Inc. (MoKan), and Northeast Missouri Rural Telephone Company ("Northeast"), collectively referred to herein as "Applicants", pursuant to the Commission's October 28, 2004 Order Directing Notice, and hereby apply to intervene in opposition to certain provisions of the interconnection agreement proposed to be approved herein ("Agreement").

Applicants request that all provisions of the Agreement regarding "transit" traffic, or traffic that Alltel or SBC exchange but will terminate on neither Alltel's nor SBC's network be deleted, removed, stricken, disapproved, or ruled to be null and void.

Alternatively, Applicants request that SBC's transited Alltel wireless traffic be removed from "common trunks" in which the offending traffic is commingled with traffic of other carriers, and instead placed on a segregated trunk separate and apart from traffic originated by any carrier other than Alltel wireless, so that Applicants can terminate the

continued termination of the offending Alltel wireless traffic without having to rely upon the cooperation of SBC or of any other carrier in this regard.

In support of this Application, Applicants state as follows:

1. Applicants are ILECs. Under 47 USC 252(e)(2)(A), no interconnection agreement, or portion thereof, can discriminate against, or prejudice them as Applicants are not parties to the Agreement, or be contrary to the public interest. For the reasons set forth herein, the Agreement under consideration violates this statute. Approval of agreements that adversely effect carriers that are not parties thereto is contrary to the public interest, and leads to undue adverse economic impact to Applicants and their rural customers.

2. The Agreement contains provisions¹ purporting to allow SBC to transit traffic originated by Alltel and destined for Applicants. Predecessor agreements between SBC and Alltel contained similar provisions. The Missouri experience with such provisions for the past seven years establishes that the transit traffic provisions of this Agreement should not be approved.

3. In the past that SBC took the position it was “obligated” to “transit” traffic as part of its reciprocal compensation duties. SBC has changed this position.

4. Under the terms of the Agreement, reciprocal compensation rates now will not apply to SBC’s function in “transiting” traffic. Even though SBC will not be paid at reciprocal compensation rates, the Agreement nonetheless addresses traffic destined for Applicants even though such traffic can no longer be validly characterized as “local” traffic under the terms of the Agreement.

¹ These provisions include but are not limited to sections 1.99, 1.00, 2.5 and 30.1 of the general terms and conditions, sections 2.3, 5.1, 5.2, and appendix “Missouri” pricing to the reciprocal compensation appendix.

5. The Agreement continues to provide that SBC will transit Alltel traffic to carriers not party to the contract, even though SBC admits such a function is no longer part of its reciprocal compensation duties. Such provision is nothing more than an attempt to clothe Alltel and SBC with "authority" to transit traffic to non-party carriers such as Applicants without complying with Applicants' access tariffs. Currently the only authorization for another carrier terminating traffic in Applicants' exchanges are Applicants' switched access tariffs.² In the past such transit "authority" has been attempted to be utilized as an excuse for the access tariffs of Applicants not to apply, even though there is no other lawful compensation mechanism in effect.

6. Applicants are ILECs that have the right to negotiate their own interconnection agreement which is equal to that of Alltel or SBC. By including "transit" traffic provisions in the Agreement, the agreement discriminates against Applicants in that they are deprived of the opportunity to negotiate the terms and conditions that Alltel and SBC have negotiated. The receipt of transit traffic deprives Applicants of having the same opportunity to negotiate the terms of traffic receipt prior to its actual receipt. The receipt of transit traffic prior to approved agreement additionally places Applicants in a negative or disadvantaged negotiating position in that Alltel knows its traffic will terminate to Applicants, without Alltel having to pay compensation, whether or not Alltel requests interconnection of Applicants, negotiates with Applicants, whether Alltel negotiates with Applicants in good faith, or any agreement with Applicants are approved or not.

² Alma, Choctaw, MoKan, and Mid-Missouri also has a wireless termination service tariff authorizing SBC to terminate Alltel intraMTA wireless traffic to Mid-Missouri. However, Alltel has refused to honor invoices Mid-Missouri has rendered for this service.

7. The above-referenced objections to the approval of the Agreement containing transit traffic provisions is specifically borne out when considering the history of Alltel wireless traffic in Missouri, to wit:

a. For some time Alltel utilized the services of Cingular to switch its traffic. As a result, Cingular was responsible for paying for Alltel originated wireless traffic. Applicants were never notified that Alltel traffic was being reported as Cingular traffic, or that Cingular was paying for the termination of Alltel traffic.

b. When Alltel turned on its own switching facilities, and ended this relationship with Cingular, Applicants were not notified. When Applicants found out, they discovered this change had been implemented without notice several months prior. They also discovered that during the several months of secrecy, Alltel and SBC had completely failed to report the Alltel traffic that was no longer being switched by Cingular. This forced Applicants into the position of having to attempt to estimate the missing traffic, with no basis for this estimation other than what Alltel or SBC indicated the past traffic volumes were.

c. Alltel and SBC were aware of the Commission's December 23, 1997 Order in TT-97-524 prohibiting wireless carriers from sending transit traffic to SBC absent an approved agreement with the terminating carriers to whom such traffic would be transited. Alltel and SBC were also aware that interconnection agreements approved by the Commission contained provisions prohibiting wireless carriers from sending transit traffic to SBC absent approved agreements with the terminating carriers to whom such traffic would be transited. Yet,

despite this awareness, Alltel and SBC have, since 2001, continually sent transit traffic destined to terminate to Applicants without any agreements therefore being in effect.

d. Alltel has refused to pay for such traffic billed under Applicants' access tariffs. Alltel has even refuse to pay for such traffic billed under Mid-Missouri's wireless termination service tariff. The list of excuses or maneuvers utilized by Alltel in this regard includes but is not limited to the following:

1. refusing to pay because Alltel had no agreement with Applicants;
2. refusing to pay because Alltel's wireless traffic is another carrier's responsibility to pay;
3. directing Applicants to send invoices to an outside vendor for review.

e. As a result of such transiting or traffic without agreements with Applicants, Applicants have suffered:

1. unauthorized traffic termination;
2. failure of such traffic to be reported, quantified, identified, or proper billing records to be provided;
3. the loss of compensation for terminating traffic;
4. having to incur the expense of instituting collection proceedings which must first be filed with the Commission before they can be taken to Court.

8. The interests of Applicants are different from that of the general public, and granting them intervention and hearing will aid the Commission in understanding the reasons the Agreement should not be approved in its entirety.

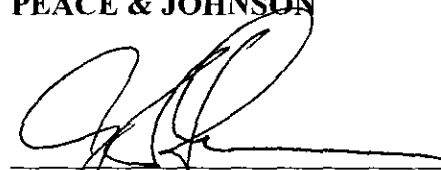
9. Copies of all filings in this docket should be directed to Applicants by serving:

Craig S. Johnson MO Bar #28179
Lisa Cole Chase, MO Bar #51502
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WHEREFORE, on the basis of the foregoing, Applicants request that they be allowed to intervene in opposition to the proposed Agreement, that an evidentiary hearing be provided upon which the Commission can base its decision in these regards, and that all provisions of the Agreement regarding "transit" traffic, or traffic that Alltel or SBC exchange but will terminate on neither Alltel's nor SBC's network, be deleted, removed, stricken, disapproved, or ruled to be null and void. Alternatively, Applicants request that SBC's transited Alltel wireless traffic be removed from "common trunks" in which the offending traffic is commingled with traffic of other carriers, and instead placed on a segregated trunk separate and apart from traffic originated by any carrier other than Alltel wireless, so that Applicants can terminate the continued termination of Alltel wireless offending traffic without having to rely upon the cooperation of SBC or of any other carrier in this regard.

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By:



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**ATTORNEYS FOR
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CERTIFICATE OF SERVICE


The undersigned hereby certifies that a true and correct copy of the foregoing was mailed, U. S. Mail, postage pre-paid, this 4 day of November, 2004, to:

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