

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

In the Matter of the Request for Approval of)
Interconnection Agreement between)
Chariton Valley Telephone Corporation and)
Missouri RSA No. 5 Partnership d/b/a) Case No. TK-2002-1121
Chariton Valley Wireless pursuant to)
Section 252(e) of the Telecommunications)
Act of 1996.)

STAFF RESPONSE

COMES NOW the Staff of the Missouri Public Service Commission (Staff) and in response to the Commission's *Order Directing Filing*, respectfully states:

1. On April 6, 2005, Chariton Valley Telephone Corporation filed a request for the Commission to take notice of a modification to the Agreement for Interconnection and Reciprocal Compensation between Chariton Valley Telephone Corporation and Missouri RSA No. 5 Partnership d/b/a Chariton Valley Wireless ("Interconnection Agreement") filed by both Chariton Valley Telephone Corporation and Missouri RSA No. 5 Partnership d/b/a Chariton Valley Wireless Corporation under the provisions of the federal Telecommunications Act of 1996. The Commission has previously approved this agreement in this case.

2. The modification sets forth a new rate for each minute of use of traffic subject to the Interconnection Agreement. Staff filed its recommendation in this matter on May 31, 2005, recommending that the Commission approve the modification.

3. In its *Order Directing Filing* of June 2, 2005, the Commission directed Staff to file a pleading to state "how Chariton Valley Wireless was compensating Chariton Valley Telephone for the Intra-MTA traffic prior to the proposed modification."

4. In the Interconnection Agreement previously approved by the Commission and contained in the file for this case, paragraph 3.3.1 (the paragraph being replaced by the paragraph in the modification currently under review by the Commission in this case) states:

For each minute of use of traffic subject to this Agreement, the applicable rate shall be \$0.0707 per minute of use, as determined by Carrier Connect Time.

The Parties shall provide each other Reciprocal Compensation for the transport and termination of traffic subject of this Agreement at this rate per minute of traffic, regardless of whether Telco or Carrier end users originate the traffic.

The Interconnection Agreement at paragraph 3.1 also states that:

The parties have determined that the amount of Carrier's Mobile to Land Traffic, whether interstate, intrastate, interMTA, or intraMTA, in comparison to the amount of Telco's Land to Mobile Traffic, whether interstate, intrastate, interLATA, intraLATA, interMTA, or intraMTA, is balanced to the extent justifying the reciprocal compensation rate for all traffic exchanged pursuant to this agreement. All traffic shall be exchanged at the rate called for in this Agreement.

Thus, the rate identified in paragraph 3.3.1 applies to intraMTA traffic between Chariton Valley Wireless and Chariton Valley Telephone.

WHEREFORE, Staff submits this reply to the Commission's *Order Directing Filing*, and renews its recommendation that, because the terms of modification to the agreement satisfy the standard set forth in 47 U.S.C. §252(e), in that they do not discriminate against telecommunications carriers not a party to the Interconnection Agreement and are not against the public interest, convenience and necessity, the Commission approve the modification.

Respectfully submitted,

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General Counsel

/s/ David A. Meyer

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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 6th day of June 2005.

/s/ David A. Meyer
