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November 19, 2003

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

**Missouri Public
Service Commission**

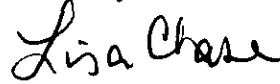
Re: MITG's Reply to Sprint PCS and SBC Missouri's Responses to MITG
Case No. TK-2004-0180

Dear Secretary:

Enclosed please find an original and eight (8) copies of MITG's Reply to Sprint
PCS and SBC Missouri's Responses to MITG.

Thank you for seeing this filed.

Sincerely,



Lisa Chase

LCC:lw

Enclosures

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BEFORE THE PUBLIC SERVICE COMMISSION
STATE OF MISSOURI

Missouri Public
Service Commission

In Re: The Commercial Mobile Radio Service (CMRS))
Interconnection Agreement Between SBC Missouri and)
Sprint Spectrum L.P. Under Sections 251 and 252 of) Case No. TK-2004-0180
the Telecommunications Act of 1996.)

MITG'S REPLY TO SPRINT PCS AND SBC MISSOURI'S RESPONSES TO
MITG

COMES NOW the Missouri Independent Telephone Company Group (MITG)¹,
and hereby submits this Reply to Sprint PCS and SBC Missouri's Responses to MITG,
and states as follows:

1. The MITG has set forth sufficient facts demonstrating that approval of this
Interconnection Agreement would be discriminatory to the MITG. The Interconnection
Agreement purports to allow SBC to transit traffic to MITG exchanges (§ 3.2.4.1) in
violation of MITG switched access tariffs and/or wireless termination tariffs, and in the
absence of billing records or compensation for the use of MITGs facilities and services.
The transiting provisions are inappropriate, unlawful and discriminatory in that it
purports to authorize and establish terms for the delivery of traffic that directly violate the
MITG approved tariffs.

The agreement provides for the termination of intraLATA interMTA traffic
routed over the local interconnection trunks within the LATA (§ 6.3.2.1). InterMTA toll
is outside of the proper scope of *local* reciprocal compensation traffic for interconnection
agreements. The parties admit that they cannot accurately measure the amount of
terminating intraLATA interMTA traffic, and therefore have negotiated a terminating

¹ Alma Communications Co., Chariton Valley Telephone Corp., Choctaw Telephone Co., Mid-Missouri
Telephone Company, MoKan Dial Inc., and Northeast Missouri Rural Telephone Co.

intraLATA interMTA percentage. The MITG were not parties to such negotiated intraLATA interMTA percentage, but will have the interMTA traffic transitted to their networks on SBC's local interconnection trunks. This Agreement permits SBC to transit interMTA toll traffic to a third carrier's network.² The effect of the Agreement is to circumvent the traditional routing of interexchange traffic using Feature Group D signaling ("FGD") and deliver the traffic over common trunk groups using Feature Group C signaling ("FGC") where it is commingled with other local and interexchange traffic and unidentifiable to the terminating ILEC. SBC states "the replacement Agreement does not make any change in how transit traffic is handled today." (SBC Response, p. 1 and 2). It is undisputed that interMTA traffic is NOT local traffic, but is toll traffic subject to access charges. The MITG members each have access tariffs that set forth terms and conditions of terminating compensation for terminating toll traffic. The terms of this Interconnection Agreement are inconsistent with the provisions of these access tariffs with respect to routing, reporting and compensation responsibility. Approval of the Interconnection Agreement would establish conflicting sets of terms and conditions for the termination of toll traffic to ILECs.

2. The Commission has acknowledged that third party carriers are not to be discriminated against when they are not a party to the agreement. In a prior Commission Order³ pertaining to interconnection agreements, the Commission held that:

² In doing so, SBC acts as an IXC. An Interexchange telecommunications company ("IXC") is "any company engaged in the provision of interexchange telecommunications service." § 386.020(23). Interexchange telecommunications service is "telecommunications service between points in two or more exchanges." § 386.020(24). Under this interconnection agreement, SBC is clearly transiting traffic between points in two or more exchanges, and admittedly between two different MTAs.

³ In the Matter of AT&T Communications of the Southwest, Inc.'s Petition for Arbitration Pursuant to Section 252(b) of the Telecommunications Act of 1996 to Establish an Interconnection Agreement with Southwestern Bell Telephone Company, Case No. TO-97-40, and In the Matter of the Petition of MCI Telecommunications Corporation and Its Affiliates, including MCImetro Access Transmission Services,

For the twelve SWBT exchanges that have mandatory EAS routes with independent LECs, AT&T and MCI must obtain compensation agreements with the independent LECs. The independent LECs were not a party to this case and should not be affected by the results of this arbitration. Until such compensation agreements can be developed, the company's intrastate switched access rates should be used on an interim basis.

Id. at para. 28.

3. Southwestern Bell refused to accept transit traffic and successfully argued this point before the Kansas Commission, but now insists that it is permitted to transit toll traffic to the MITG without their consent or the opportunity for them to negotiate the terms of such traffic.⁴ Permitting SBC and Sprint PCS to impose the terms of this Agreement pertaining to the transit of toll traffic onto the MITG members would be discriminatory.

Inc., for Arbitration and Mediation Under the Federal Telecommunications Act of 1996 of Unresolved Interconnection Issues with Southwestern Bell Telephone Company, Case No. TO-97-67, *Arbitration Order* (Dec. 11, 1996).

⁴ The Kansas August 7, 2000 Arbitrator's Order 5: Decision in the Matter of the Petition of TCG Kansas City, Inc. for Compulsory Arbitration of Unresolved Issues with Southwestern Bell Telephone Company Pursuant to section 252 of the Telecommunication Act of 1996, Docket No. 00-TCGT-571-ARB, at pages 25-26⁴, adopted SWBT's position and made the following determinations:

"The Arbitrator agrees with SWBT that local exchange carriers have a duty to establish reciprocal compensation arrangements for the transport and termination of traffic. 47 U.S.C. § 251(b)(5). Consistent with that obligation, no other carrier should be authorized to interject itself into the interconnection arrangements of the local exchange carrier, without its agreement. There is no indication in the statute that transit services are considered. Clearly, parties may accept calls on a transiting basis, but SWBT has indicated its unwillingness to do so and has expressed a preference for negotiating its own agreement. SWBT's last best offer is adopted."

More recently, SWBT has made the following statements to this Commission in BPS Telephone Company et al. Complaint v. Voicestream and Western Wireless, Case No. TC-2002-1077, *Southwestern Bell's Initial Brief*, filed Dec. 12, 2003:

1. "Southwestern Bell is not required by federal law or regulation to provide transit traffic." *Id.* p3.
2. "[T]he FCC has not imposed an obligation to carry transit traffic, particularly at TELRIC rates."

Id. p16.

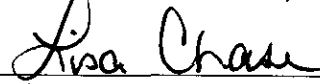
3. "While existing interconnection agreements require Southwestern Bell to transit wireless traffic, there does not appear to be an obligation to do so under the Act after these agreements expire." *Id.* p.16-17. SWBT has made similar statements to the FCC in In the Matter of Developing a Unified Inter-carrier Compensation Regime, CC Docket No. 01-92, *Comments of SWBT Communications, Inc.*, filed Oct. 18, 2002:

1. "[N]either the Act nor its rules require third party carriers to provide indirect interconnection or transit services." *Id.* p.1.

2. "The duty to interconnect indirectly does not require any carrier to provide transit services to any other carrier." *Id.* p. 3.

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ATTORNEYS FOR MITG

CERTIFICATE OF SERVICE

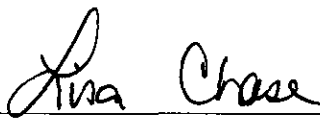
The undersigned hereby certifies that a true and correct copy of the foregoing was mailed, U. S. Mail, postage pre-paid, this 19th day of November, 2003, to:

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