

FILED

JUL 21 2006

Missouri Public
Service Commission

Exhibit No.:

Issue: Application for Designation as an Eligible
Telecommunications Carrier

Witness: James A. Simon

Sponsoring Party: Missouri RSA No. 5 Partnership

Type of Exhibit: Supplemental Direct Testimony

Case No.: TO-2006-0172

Date Testimony Prepared: April 17, 2006

MISSOURI RSA No. 5 PARTNERSHIP

SUPPLEMENTAL DIRECT TESTIMONY

OF

JAMES A. SIMON

CASE NO. TO-2006-0172

April 17, 2006

Exhibit No. 30P
Case No(s) TO-2006-0172
Date 6-22-06 Rptr FF

NP

1 Federal Universal Service Support Pursuant to Section 214(e)(2) of the
2 Telecommunications Act of 1996 (“Application”) in this docket.

3 **Q. What is the purpose of your testimony in this proceeding?**

4 A. My testimony will support and expand upon certain statements and factual
5 representations in MO 5’s Application in this docket. Specifically, my testimony will
6 address the requirements identified in the Missouri Public Service Commission’s
7 pending Order of Rulemaking for rule 4 CSR 240-3.570 that was adopted after
8 MO 5’s Application was submitted.

9 **Q. Are you familiar with the Missouri Public Service Commission’s pending Order
10 of Rulemaking for rule 4 CSR 240-3.570?**

11 A. Yes, I have reviewed the pending Order, and based on the requirements I am
12 responding to each Section.

13 **Q. Will MO 5 Comply with 2.A.1 - Each request for ETC designation shall include:
14 Intended use of the high-cost support, including detailed descriptions of any
15 construction plans with start and end dates, populations affected by construction
16 plans, existing tower site locations for CMRS cell towers, and estimated budget
17 amounts?**

18 A. This information on populations affected by construction plans are provided in
19 Highly Confidential Appendix M, attached hereto, as well as the budget spreadsheet
20 showing start and end dates, along with budget dollars.

21 **Q. Will MO 5 Comply with 2.A.2 - Each request for ETC designation shall include:
22 A two (2)-year plan demonstrating, with specificity, that high-cost universal
23 service support shall only be used for the provision, maintenance and upgrading**

1 **of facilities and services for which the support is intended in the Missouri service**
2 **area in which ETC designation was granted?**

3 A. MO 5 agrees to use the high-cost universal support it receives specifically for the
4 provision, maintenance and upgrading of facilities and services for which the support
5 is intended in the Missouri service area in which ETC designation was requested as
6 depicted in Highly Confidential Appendix M, attached hereto. This plan depicts a
7 5-year build-out rather than only a 2-year plan.

8 **Q. Will MO 5 Comply with 2.A.3.A - The two (2)-year plan shall include a**
9 **demonstration that universal service support shall be used to improve coverage,**
10 **service quality or capacity on a wire center-by-wire center basis throughout the**
11 **Missouri service area for which the requesting carrier seeks ETC designation**
12 **including:**

13 **A. A detailed map of coverage area before and after improvements and in**
14 **the case of CMRS providers, a map identifying existing tower site locations for**
15 **CMRS cell towers?**

16 A. A map showing the coverage before improvements was provided in the Supplemental
17 Direct Testimony of Jonathan Reeves and is labeled as Highly Confidential
18 Appendix N. A map showing the coverage area after the improvements was
19 submitted in the Application and discussed in the Prefiled Direct Testimony of
20 Jonathan Reeves and was labeled as Highly Confidential Appendix I and includes the
21 sites proposed in a 5-year build-out plan.

22 **Q. Will MO 5 Comply with 2.A.3.B - The specific geographic areas where**
23 **improvements will be made?**

1 A. This information on geographic areas affected by construction plans was provided in
2 the Prefiled Direct Testimony of Jonathan Reeves as Appendix H and is provided for
3 reference in Highly Confidential Appendix M, attached hereto.

4 **Q. Will MO 5 Comply with 2.A.3.C - The projected start date and completion date
5 for each improvement?**

6 A. This information on populations affected by construction plans was provided in the
7 Prefiled Direct Testimony of Jonathan Reeves as Highly Confidential Appendix F
8 and is provided for reference in Highly Confidential Appendix M, attached hereto.

9 **Q. Will MO 5 Comply with 2.A.3.D - The estimated amount of investment for each
10 project that is funded by high-cost support?**

11 A. This information on populations affected by construction plans are provided in
12 Highly Confidential Appendix M, attached hereto.

13 **Q. Will MO 5 Comply with 2.A.3.E - The estimated population that will be served
14 as a result of the improvements?**

15 A. This information on populations affected by construction plans was provided in the
16 Prefiled Direct Testimony of Jonathan Reeves as Highly Confidential Appendix F
17 and is provided in Highly Confidential Appendix M, attached hereto.

18 **Q. Will MO 5 Comply with 2.A.3.F - If an applicant believes that service
19 improvements in a particular wire center are not needed, it must explain its
20 basis for this determination and demonstrate how funding will otherwise be used
21 to further the provision of supported services in that area?**

22 A. At this time, there are no wire centers that have been determined not to need
23 improvement. While there are a few wire centers that have only minimal coverage

1 improvement proposed through the addition of a new cell sites, these wire centers are
2 expected to receive improvements through the proposed capacity increases identified.
3 Additionally, after the initial 5-year time frame, and with the addition of more capital
4 these wire centers are also expected to receive improvements.

5 **Q. Will MO 5 Comply with 2.A.3.G - A statement as to how the proposed plans**
6 **would not otherwise occur absent the receipt of high-cost support and that such**
7 **support will be used in addition to any expenses the ETC would normally incur?**

8 A. Since its commercial launch, MO 5 has continuously expanded its coverage footprint
9 to enable it to provide quality service to an increasing geographic area and
10 population. Expansions are planned in response to customer requests and comments,
11 potential subscriber growth and MO 5's desire to fully develop network coverage
12 throughout its FCC-licensed service area. As with all wireless carriers, the initial
13 MO 5 system was launched with a minimum number of cell sites designed to provide
14 coverage to areas of greatest traffic and population density.

15 As MO 5 has expanded its service area, each additional cell site was designed
16 to provide service to an area of lower population density and traffic; areas that are
17 higher in cost to serve. Accordingly, the expected return on investment on any such
18 cell sites is longer with each additional expansion cell. As a result, the rate of
19 construction has slowed. As I previously testified, there are areas within the proposed
20 ETC service area where MO 5 cannot expect to be able to recover the cost of
21 construction and operation of an additional cell sites without USF support.

22 **Q. Will MO 5 Comply with 2.A.4 - A demonstration of the carrier's ability to**
23 **remain functional in emergency situations, including a demonstration that the**

1 carrier has a reasonable amount of back-up power to ensure functionality
2 without an external power source, is able to reroute traffic around damaged
3 facilities and is capable of managing traffic spikes resulting from emergency
4 situations?

5 A. As I stated in my Direct Testimony, The MO 5 network consists of a mobile
6 switching office, identical in most respects to a traditional LEC end office, and cell
7 sites which can be thought of as somewhat analogous to traditional LEC remote
8 switching offices. The switches that serve the MO 5 network are fully redundant.
9 The switches, physically located in Huntsville, Missouri (provides TDMA and AMPS
10 service) and Richardson, Texas (provides GSM service), have their own battery back-
11 up plant and are further backed-up with an emergency generator.

12 The MO 5 cell sites are also redundant and equipped with battery back-up
13 plants capable of operating the cell site under full load for more than 6 hours. Nine
14 key cell sites are equipped with dedicated back-up generators.

15 The switching infrastructure is configured in a manner to allow traffic to
16 automatically reroute around damaged facilities should a particular link to the PSTN
17 be interrupted. Because of the nature of emergency situation traffic spikes, it's
18 impossible to specifically size and configure the wireless network to handle the
19 emergency load in advance. However, the normal operation of the switch allows for
20 significant additional overhead traffic above and beyond "normal" use.

21 **Q. Will MO 5 Comply with 2.A.5 - A demonstration that the commission's grant of**
22 **the applicant's request for ETC designation would be consistent with the public**
23 **interest, convenience and necessity?**

1 A. MO 5 has brought wireless service to many rural parts of its FCC-licensed
2 service area and offers a level of coverage better than its competitors in the market.
3 As extensive as MO 5's coverage is in this market, there are still significant portions
4 of its FCC-licensed service area that would greatly benefit from enhanced GSM
5 coverage. These represent some of the most rural portions of its licensed market.
6 Perhaps even more important than the general availability of enhanced wireless
7 services, the expansion of MO 5's service into these most rural areas would bring
8 wireless E911 services to those areas. While the ILECs have done an outstanding job
9 of bringing 911 and E911 to many rural communities, access to those lifesaving
10 services is limited to the ability of the person in need to reach a wired telephone. In
11 sharp contrast, wireless communication brings the emergency access to the
12 individual. The farmer with a CMRS phone who is injured in the field no longer
13 needs to be able to reach a wired telephone to summon help. Wireless access to
14 emergency services can help to mitigate the unique risks of geographic isolation
15 associated with living in rural communities.

16 Significantly, wireless E911 service is not limited to MO 5 subscribers.
17 MO 5's wireless E911 service is available to any user in MO 5's coverage area,
18 whether or not the user is a MO 5 customer, the customer of a competitor or not even
19 a customer of any service provider. The MO 5 network routes all 911 calls regardless
20 of the status of the caller. This is even true for a customer whose wireless phone
21 service has been disconnected. MO 5 routes the call to the emergency personnel and
22 provides information with respect to the cell site location from where the call

1 originated and, except with respect to a non-activated cell phone, such a phone that is
2 sold for placing 911 calls only, a call back number.

3 **Q. Will MO 5 Comply with 2.A.6 - A commitment to advertise the availability of**
4 **services and charges therefore using media of general distribution throughout**
5 **the ETC service area?**

6 A. The current advertising distribution was provided in Appendix J of my Direct
7 Testimony. MO 5 commits to continue the same form of distribution to publicize the
8 availability of its services.

9 **Q. Will MO 5 Comply with 2.A.7 - A commitment to provide Lifeline and Link Up**
10 **discounts consistent with 47 CFR 54.401 and 47 CFR 54.411. Each request for**
11 **ETC designation shall include a commitment to publicize the availability of**
12 **Lifeline service in a manner reasonably designed to reach those likely to qualify**
13 **for the service consistent with 47 CFR 54.405?**

14 A. MO 5 will utilize the same advertising distribution channels as it does today, with the
15 addition of distributing literature in areas that would reach those likely to qualify the
16 greatest: unemployment offices, welfare offices, etc. MO 5 will also notify the Office
17 of Public Counsel and the Public Service Commission of all new or changed plans
18 and discounts available.

19 **Q. Will MO 5 Comply with 2.A.8 - A statement that the carrier will satisfy**
20 **consumer privacy protection standards as provided in 47 CFR 64 Subpart U and**
21 **service quality standards as applicable?**

22 A. MO 5 is not subject to the same quality of service standards that this Commission has
23 established for traditional LECs. Those standards were developed to address quality

1 of service issues related to the provision of traditional LEC service. For example, in a
2 “wired” environment, dropped calls are not expected to occur since the connection
3 between the subscriber’s telephone and the LEC central office is a physical piece of
4 wire. The subscriber remains in a stationary fixed location for the entire duration of
5 the telephone call. In sharp contrast, wireless services are designed to offer mobility
6 to the subscriber even during a telephone call and even when they are traveling at 50-
7 60 miles an hour along an interstate highway during the call. To accomplish this,
8 rather than using fixed wires to make the phone call, the wireless call is accomplished
9 by use of radio waves propagating through the environment. Changes in
10 environmental conditions effect radio wave propagation. The same quality of service
11 standards related to a service offering where dropped calls are not expected to occur
12 cannot be applied to a wireless environment.

13 In addition, unlike traditional wired networks that provide service only to
14 dedicated subscriber lines that are tied to a dedicated local loop, the wireless network
15 not only provides service to its subscribers from wherever they may be at the time of
16 any particular call, but are also designed to provide service to non-subscribers as they
17 “roam” through the wireless service area. As a result, mobility creates different
18 conditions and different customer care needs.

19 Traditional telephone quality of service requirements were required to protect
20 the consumer in an environment where the service provider has traditionally been a
21 monopoly. A customer receiving inadequate service, especially in rural areas, has
22 traditionally had no alternative service provider. The lack of competition creates an
23 environment where quality of service is appropriately regulated. In contrast, the

1 wireless service environment is not licensed as a monopoly. If one service provider
2 offers inferior service, the customer often has the ability to switch their service
3 provider. As I stated in my Direct Testimony, MO 5 affords its customers a trial
4 period in which they can effectively "test drive" the MO 5 network. If a customer is
5 not satisfied with the service they actually receive from MO 5, they can cancel their
6 contract, without penalty, during the trial period. The advent of local number
7 portability allows the customer to even keep their telephone number as they move
8 from one provider to another, even if the contract is cancelled during the trial period,
9 subject of course to the availability of wireline to wireless local number portability.
10 MO 5 is in compliance with standards set forth in 47 CSR 64 Subpart U.

11 **Q. Will MO 5 Comply with 2.A.9 - A statement that the requesting carrier**
12 **acknowledges it shall provide equal access pursuant to 4 CSR 240-32.100(3) and**
13 **(4) if all other ETCs in that service area relinquish their designations pursuant**
14 **to section 214(e) of the Telecommunications Act of 1996?**

15 **A.** MO 5 would commit to offer any customer the option to pre-select and pay its toll
16 carrier of choice for any and all toll calls placed by the customer on the MO 5
17 network in any area where the underlying LEC relinquishes its ETC designation.

18 **Q. Will MO 5 Comply with 2.A.10 - A commitment to offer a local usage plan**
19 **comparable to those offered by the incumbent local exchange carrier in the areas**
20 **for which the carrier seeks designation. Such commitment shall include a**
21 **commitment to provide Lifeline and Link Up discounts and Missouri Universal**
22 **Service Fund (MoUSF) discounts pursuant to Chapter 4 CSR 240-31, if**
23 **applicable, at rates, terms and conditions comparable to the Lifeline and Link**

1 **Up offerings and MoUSF offerings of the incumbent local exchange carrier**
2 **providing service in the ETC service area?**

3 A. As I stated in my Direct Testimony, the local calling area that MO 5 will offer to
4 subscribers will equal or exceed in size the calling area offered by the local LECs,
5 which will reduce intra-LATA toll charges associated with the service offered by
6 these wireline carriers. Customers of these LECs placing calls to destinations beyond
7 their local calling areas incur toll charges, while MO 5 customers making similar calls
8 within MO 5's service area will avoid such charges. In addition, many of MO 5's
9 calling plans include bundles of minutes which can be used for placing calls, whether
10 local or domestic toll, without the caller incurring any additional per minute charges
11 or toll charges. MO 5's plans also offer mobility including, in most cases roaming in
12 other markets. Finally, MO 5 will make available multiple local usage plans that
13 prospective customers can select from as part of its universal service offering.

14 The proposed MO 5 Lifeline rates would be below those offered by the
15 ILECs. In addition, the MO 5 Lifeline rates include vertical features not included in
16 the ILEC Lifeline rate. In my Direct Testimony, Appendix K included a table
17 comparing several of the ILEC Lifeline rates (based upon their tariffs) to the
18 proposed MO 5 Lifeline rates.

19 MO 5 will offer discounts of 50% off of the \$35 activation fee to Link Up
20 eligible subscribers. In addition, MO 5 will offer Link Up eligible subscribers a
21 deferred schedule for payment of the charges assessed for commencing service, for
22 which the consumer will not pay interest. The interest charges not assessed to the
23 consumer shall be for connection charges of up to \$200.00 that are deferred for a

1 period not to exceed one year. This deferred payment plan would include the reduced
2 activation fee as well as the cost of the subscriber handset.

3 **Q. Will MO 5 Comply with 2.B - Each request for ETC designation by a CMRS**
4 **provider shall include a commitment to abide by the consumer code for wireless**
5 **service recognized by the Cellular Telecommunications and Internet Association**
6 **(CTIA) at the time of the ETC designation request. As part of the initial**
7 **application, a CMRS provider shall include a copy of the consumer code for**
8 **wireless service currently recognized by CTIA to which it commits to abide. Any**
9 **CMRS provider designated as an ETC shall file with the Commission, any**
10 **change(s) to the consumer code for wireless service included with its application**
11 **or any subsequent code approved under this section of the rule, within 30 days of**
12 **the change(s). The Commission shall allow interested parties 30 days to provide**
13 **comment as to whether the CMRS provider should be required to commit to the**
14 **proposed changes, or should continue to abide by the consumer code for wireless**
15 **service currently approved for that provider?**

16 **A.** As I stated in my Direct Testimony, MO 5 has already adopted the CTIA Consumer
17 Code for Wireless Service. Under the CTIA Consumer Code, wireless carriers agree
18 to: (1) disclose rates and terms of service to customers; (2) make available maps
19 showing where service is generally available; (3) provide contract terms to customers
20 and confirm changes in service; (4) allow a trial period for new service; (5) provide
21 specific disclosures in advertising; (6) separately identify carrier charges from taxes
22 on billing statements; (7) provide customers the right to terminate service for changes
23 to contract terms; (8) provide ready access to customer service; (9) promptly respond

1 to consumer inquiries and complaints received from government agencies; and
2 (10) abide by policies for protection of consumer privacy. A copy of the CTIA
3 Consumer Code was attached as Appendix L to my Direct Testimony. MO 5
4 commits to provide a copy of the consumer code to the Commission should there be
5 any changes.

6 **Q. Will MO 5 Comply with 2.C - Each request for ETC designation shall include a**
7 **plan outlining the method for handling unusual construction or installation**
8 **charges?**

9 A. If a potential customer requests service within the area in which MO 5 is designated
10 as an ETC, but where the existing service area does not immediately allow MO 5 to
11 provide service, MO 5 will take the following steps to provide service: (1) modify or
12 replace the requesting customer's equipment to provide service; (2) install a roof-
13 mounted antenna or other equipment to provide service; (3) adjust the nearest cell site
14 to provide service; (4) identify and make any other adjustments that can reasonably
15 be made to the network or customer facilities to provide service; and (5) determine
16 the feasibility of installing an additional cell site, cell extender, or repeater to provide
17 service where all other options fail. If, after following these steps, MO 5 still cannot
18 provide the requested service, it will notify the requesting party and include that
19 information in an annual report filed with the Commission detailing how many
20 requests for service were unfulfilled for the past year.

21 **Q. Will MO 5 Comply with 3.A - ETCs shall develop a bill design that can be easily**
22 **interpreted by their customers and clearly sets forth charges in compliance with**
23 **state and federal billing requirements?**

1 A. MO 5 complies with all state and federal billing requirements today.

2 **Q. Will MO 5 Comply with 3.B - ETCs shall provide customer service contact**
3 **information online and on billing statements. This requirement also applies to**
4 **ETCs that use a third party billing agent?**

5 A. MO 5 provides a local and 800 number customer contact on both its billing
6 statements and on its website, www.cvalley.net.

7 **Q. Will MO 5 Comply with 3.C.1.A - I - Service Provisioning Commitment**

8 **1. ETC shall make available to each end-user subscribing to its supported**
9 **services within its ETC designated service area the following service features:**

10 **A. Dual tone multi-frequency signaling or its functional equivalent?**

11 A. MO 5 currently uses out-of-band digital signaling and in-band multi-frequency
12 signaling that is functionally equivalent to DTMF signaling.

13 **Q. B. Single-party service or its functional equivalent?**

14 A. MO 5 provides a dedicated message path for the length of all customer calls.

15 **Q. C. Access to emergency services?**

16 A. MO 5 customers can reach an emergency dispatch, or public safety answering point
17 ("PSAP"), by dialing "911". MO 5 then routes the call to the appropriate PSAP.

18 **Q. D. Emergency telephone number services capable of automatic number**
19 **identification, automatic location identification and call routing facilities to**
20 **facilitate public safety response; e.g., Enhanced 911 Service, where the local**
21 **government agency serving the end-user has implemented enhanced 911**
22 **systems?**

1 A. MO 5 customers can reach an emergency dispatch, or public safety answering point
2 (“PSAP”), by dialing “911”. MO 5 then routes the call to the appropriate PSAP.
3 Enhanced 911 (“E911”), which includes the capability of providing both automatic
4 numbering information (“ANI”) and automatic location information (“ALI”), is
5 required only if a public emergency service provider makes arrangements with the
6 local provider for delivery of such information. In the wireless context, provision of
7 location information is broken down into two phases; Phase I involves providing the
8 PSAP with the location of the cell from which the 911 call originated and Phase II
9 provides the location of the originating subscriber phone to within an FCC-specified
10 accuracy. MO 5’s network is capable of providing Phase I E911 services to the
11 following PSAPs: Shelby County, Macon County, Randolph County, Chariton
12 County and Linn County and is working with Macon County, Shelby County and
13 Chariton County PSAPs with respect to Phase II E911 services.

14 **Q. E. Access to interexchange service?**

15 A. MO 5 has direct interconnection to multiple access tandems for delivering traffic to all
16 offices subtending those tandems as well as direct interconnection to local exchange
17 carrier end offices where traffic levels so justify. In addition, MO 5 provides indirect
18 access to one or more interexchange carriers (“IXC”), for access to any other
19 exchanges.

20 **Q. F. Access to telecommunications relay services by dialing 711?**

21 A. MO 5 provides telecommunications relay services by dialing 711.

22 **Q. G. Access to Directory Assistance service?**

1 A. MO 5 provides all of its customers with access to information contained in directory
2 listings by dialing "411" or "555-1212".

3 **Q. H. Access to operator services?**

4 A. MO 5 does not offer Operator Service at this time. MO 5 will offer such access when
5 it is granted ETC status.

6 **Q. I. Toll limitation and/or blocking for qualifying low-income consumers?**

7 A. MO 5 does not currently offer Lifeline or Link Up services. However, the MO 5
8 network is capable of providing Toll Blocking services. Currently, MO 5 provides
9 Toll Blocking services for international calls. MO 5 will utilize the same Toll
10 Blocking technology to provide toll limitation for qualifying low-income customers,
11 at no charge, as part of its universal service offerings for Lifeline and Link Up
12 customers.

13 **Q. Will MO 5 Comply with 3.C.2 - ETCs shall publicize the construction of all new
14 facilities that will enhance services in unserved or underserved areas so that
15 consumers are aware of the improved service in the area.**

16 A. The current advertising distribution was provided in Appendix J of my Direct
17 Testimony. MO 5 commits to continue the same form of distribution to publicize the
18 availability of its service in areas where service has been improved.

19 **Q. Will MO 5 Comply with 3.C.3 - ETCs shall extend their networks to serve new
20 customers upon a reasonable request. ETCs shall take the following steps, as
21 applicable, to respond to all such reasonable requests for service within its ETC
22 service area.**

- 1 **A. If a request comes from a customer residing within the ETC service area**
2 **where the ETC already provides service, the ETC shall immediately provide**
3 **service using its standard customer equipment.**
- 4 **B. If a request comes from a customer residing within the ETC service area**
5 **where the ETC does not already provide service, the ETC shall take reasonable**
6 **steps to provide acceptable service at no cost to the customer, including:**
7 **modifying or replacing customer equipment; deploying a roof-mounted antenna**
8 **or other network equipment at the premises; making adjustments at the nearest**
9 **cell site or to other network or customer facilities; employing, leasing or**
10 **constructing an additional cell site, a cell-extender, repeater or other similar**
11 **equipment; or offering resold service of other carriers that have facilities**
12 **available to that premises.**
- 13 **C. Where special conditions or special requirements of the customer involve**
14 **unusual construction or installation costs, the customer may be required to pay a**
15 **reasonable portion of such costs in accordance with the plan outlining the**
16 **method for handling unusual construction or installation charges approved by**
17 **the commission at the time of designation as an ETC.**
- 18 **D. If there is no possibility of providing service to the requesting customer, the**
19 **ETC shall notify the customer and include such information in its annual**
20 **certification documentation to the Commission.**
- 21 **A. MO 5 agrees to follow the above steps to respond to request for service, as stated also**
22 **in the foregoing response to the question regarding unusual construction or**
23 **installation.**

1 **Q. Will MO 5 Comply with 3.D - Within thirty (30) days of receiving ETC status,**
2 **each CMRS carrier designated as an ETC shall make an informational filing**
3 **with the commission consisting of a complete description of all of its service**
4 **offerings. Such informational filings will be amended as service offerings are**
5 **introduced or modified.**

6 A. MO 5 agrees to provide to the Commission within 30 days of receiving ETC status,
7 then current information brochures on service plans offered. MO 5 agrees to update
8 these as new plans or changes are introduced.

9 **Q. Will MO 5 Comply with 3.E - ETCs shall maintain a record of customer**
10 **complaints that have been received by the company in a manner that includes, at**
11 **a minimum: the end-user name; the account number; a description of the**
12 **complaint; the date the complaint was filed; the resolution; and the amount of**
13 **refund or credit, if any. ETCs shall also maintain a record of complaints from**
14 **consumers in the Missouri service area in which ETC designation was granted**
15 **that have been submitted to or filed with the Federal Communications**
16 **Commission for which the company has knowledge in a manner that includes, at**
17 **a minimum: a description of the complaint; the date the complaint was filed; the**
18 **date the complaint was resolved; the resolution of the complaint and the amount**
19 **of refund or credit, if any.**

20 A. MO 5 agrees to maintain a record of customer complaints consisting of, at a
21 minimum: the end-user name; the account number; a description of the complaint; the
22 date the complaint was filed; the resolution; and the amount of refund or credit, if
23 any. MO 5 will also maintain a record of complaints from consumers in the Missouri

1 service area in which ETC designation was granted that have been submitted to or
2 filed with the Federal Communications Commission for which the company has
3 knowledge in a manner that includes, at a minimum: a description of the complaint;
4 the date the complaint was filed; the date the complaint was resolved; the resolution
5 of the complaint and the amount of refund or credit, if any.

6 **Q. Will MO 5 Comply with 3.F - ETCs shall, within ten (10) days of a change in the**
7 **company-designated contacts, either notify the manager of the**
8 **Telecommunications Department, in writing or by electronic mail, or shall**
9 **update the commission's electronic filing system (EFIS). The notification or**
10 **update shall include the name(s), address(es) and/or telephone number(s) of the**
11 **designated individual(s). The contact name(s) provided pursuant to this section**
12 **shall be the individual(s) primarily responsible for: customer service; repair and**
13 **maintenance; answering complaints; authorizing and/or furnishing refunds to**
14 **customers; and informational or tariff filing issues.**

15 A. MO 5 agrees to supply the company-designated contacts as requested above.

16 **Q. Will MO 5 Comply with 4.A - All ETCs, including incumbent local exchange**
17 **telecommunications carriers that receive federal high cost support, shall, by**
18 **August 15 of each year, submit an affidavit executed by an officer of the**
19 **Company attesting that federal high-cost support is used consistent with the**
20 **commission's rules and the Telecommunications Act of 1996. The affidavit will**
21 **be accompanied by documentation of support received and costs incurred. The**
22 **commission or its staff may request additional information regarding the annual**

1 **certification. Questions regarding the appropriate documentation for ETCs**
2 **should be directed to the Commission's Telecommunications Department.**

3 A. MO 5 agrees to provide by August 15 of each year, an affidavit executed by an
4 officer of the Company attesting that federal high-cost support is used consistent with
5 the commission's rules and the Telecommunications Act of 1996. The affidavit will
6 be accompanied by documentation of support received and costs incurred.

7 **Q. Will MO 5 Comply with 4.B - ETCs seeking certification by October 1 of each**
8 **year shall, no later than June 15 of each year, set up a meeting with the**
9 **Telecommunications Department Staff and the Office of the Public Counsel to**
10 **review and discuss the ETC's proposal for the two-year improvement plan. The**
11 **meeting shall include a discussion of the proposed plan and any changes to the**
12 **plan that would improve coverage, service quality or capacity in unserved or**
13 **underserved areas in the Missouri service area in which ETC designation was**
14 **granted.**

15 A. MO 5 commits to setting up a meeting with the Commission prior to June 15th of
16 each year to review and discuss the 2 year plan in the designated ETC area.

17 **Q. Will MO 5 Comply with 4.B.1 - A two (2)-year improvement plan shall include**
18 **progress updates on any previously submitted plan. The two (2)-year**
19 **improvement plan shall include, with specificity, proposed improvements or**
20 **upgrades to the carrier's network on a wire center-by-wire center basis**
21 **throughout its proposed designated service area and address all of the separate**
22 **components addressed in the initial plan, set forth in (2)(A)2. above.**

1 A. MO 5 agrees to update on the previous 2 year plan in detail, including proposed
2 improvements or upgrades to the carrier's network on a wire center-by-wire center
3 basis throughout its proposed designated service area and address all of the separate
4 components addressed in the initial plan, set forth in (2)(A)2. above.

5 **Q. Will MO 5 Comply with 4.B.2 - Reports on unfilled service requests and**
6 **customer complaints for the previous year and how the two (2)-year**
7 **improvement plan may address such requests and complaints?**

8 A. MO 5 agrees to discuss the report in 3.E and in 3.C.3 as to how the 2-year
9 improvement plan may have addressed these requests and complaints.

10 **Q. Will MO 5 Comply with 4.C - ETCs shall submit a demonstration that the**
11 **receipt of high-cost support was used only for the provision, maintenance and**
12 **upgrading of facilities and services for which the support is intended in the**
13 **Missouri service area in which ETC designation was granted.**

14 **A. For purposes of this section, "support is intended" is defined consistent with**
15 **the Telecommunications Act which outlines the following principles:**

16 **(I) Quality and rates – quality services should be available at just, reasonable,**
17 **and affordable rates.**

18 **(II) Access to advanced services – access to advanced telecommunications and**
19 **information services should be provided in all regions of the State.**

20 **(III) Access in rural and high cost areas – Consumers in all regions of**
21 **Missouri, including those in rural, insular and high cost areas will have access to**
22 **telecommunications and information services, including interexchange services**
23 **and advanced telecommunications and information services, that are reasonably**

1 **comparable to those services provided in urban areas and that are available at**
2 **rates that are reasonably comparable to rates charged for similar services in**
3 **urban areas.**

4 A. MO 5 agrees to submit a demonstration that the receipt of high-cost support was used
5 only for the provision, maintenance and upgrading of facilities and services for which
6 the support is intended in the Missouri service area in which ETC designation was
7 granted, as stated above.

8 **Q. Will MO 5 Comply with 4.D - ETC shall submit a demonstration that high-cost**
9 **support was used to improve coverage, service quality or capacity in the**
10 **Missouri service area in which ETC designation was granted and that such**
11 **support was used in addition to any expenses the ETC would normally incur?**

12 A. MO 5 agrees to submit a demonstration that high-cost support was used to improve
13 coverage, service quality or capacity in the Missouri service area in which ETC
14 designation was granted and that such support was used in addition to any expenses
15 the ETC would normally incur.

16 **Q. Will MO 5 Comply with 4.E - ETCs shall submit an affidavit signed by an officer**
17 **of the company certifying that the ETC continues to comply with the approved**
18 **consumer code for wireless service recognized by the Cellular**
19 **Telecommunications and Internet Association (CTIA) and/or applicable service**
20 **quality standards and consumer protection rules, certifying that the ETC**
21 **continues to be able to function in emergency situations, continues to offer a local**
22 **usage plan comparable to that offered by the incumbent local exchange**
23 **telecommunications carrier in the relevant service areas (if applicable), and**

1 continues to acknowledge that it shall provide equal access pursuant to 4 CSR
2 240-32.100(3) and (4) if all other ETCs in that service area relinquish their
3 designations pursuant to section 214(e)(3) of the Telecommunications Act of
4 1996?

5 A. MO 5 agrees to provide an affidavit certifying the above information.

6 Q. Will MO 5 Comply with 4.F - ETCs shall submit a report of complaints from
7 consumers in the Missouri service area in which ETC designation was granted
8 that have been submitted to or filed with the Federal Communications
9 Commission in the previous twelve (12) months for which the company has
10 knowledge. Such report shall include, at a minimum: a description of the
11 complaint; the date the complaint was filed; the date the complaint was resolved;
12 the resolution of the complaint and the amount of refund or credit, if any. If the
13 Commission finds the ETC's resolution of complaints is not satisfactory or if a
14 particular type of complaint is recurring without being satisfactorily addressed,
15 then the Commission may decline to certify the ETC during the annual
16 certification process.

17 A. MO 5 agrees to provide the Commission with the report produced in 3.E.

18 Q. Will MO 5 Comply with 4.G - An application for ETC designation shall be
19 deemed to be acceptance of Missouri Public Service Commission jurisdiction over
20 any issues related to ETC designation and status and USF funding and
21 acceptance of additional rules made applicable to that ETC?

1 A. MO 5 acknowledges the Commission's jurisdiction related to ETC designation. It is
2 impossible for MO 5 to confer additional jurisdiction or to commit to follow the terms
3 of as yet unknown future additional rules.

4 **Q. Will MO 5 Comply with 4.H - All ETCs, including incumbent local exchange**
5 **telecommunications carriers, in non-rural areas of Missouri shall, in conjunction**
6 **with the annual high-cost certification process, assist the commission staff in**
7 **comparing residential rates in rural areas served by non-rural incumbent local**
8 **exchange carriers to urban rates nationwide?**

9 A. MO 5 will provide appropriate assistance to Staff.

10 **Q. Will MO 5 Comply with 4.I - All reports required to be submitted to the**
11 **commission shall be attested to by an officer or authorized agent of the ETC or**
12 **incumbent local exchange telecommunications carrier.**

13 A. MO 5 agrees to have all reports submitted attested to by an officer or authorized agent
14 of the company.

15 **Q. Will MO 5 Comply with 4.J - Except as otherwise provided in commission rules,**
16 **ETCs shall keep all books and records associated with its ETC designation and/or**
17 **the commission's annual certification process in accordance with good business**
18 **practices, and at such place as they are normally kept in the usual course of**
19 **business. The ETC shall make its books and records associated with its ETC**
20 **designation and/or the commission's annual certification process available to the**
21 **commission at reasonable times for examination and inspection at a location**
22 **designated by the commission?**

1 A. MO 5 agrees to keep its books in accordance with good business practices, and agrees
2 to make available those records available to the Commission that pertain to ETC and
3 the certification thereof.

4 **Q. Will MO 5 Comply with 4.K - All records required by this rule shall be preserved
5 for at least two (2) years?**

6 A. MO 5 agrees to preserve all records pertaining to ETC designation for two years.

7 **Q. Will MO 5 Comply with 4.L - ETCs, or carrier requesting ETC designation,
8 shall promptly furnish requested information, including financial information,
9 related to its designation as an ETC to the commission, its staff or the Office of
10 the Public Counsel?**

11 A. MO 5 agrees to provide to the Commission, its staff, or the Office of Public Counsel
12 all requested information that pertains to ETC designation.

13 **Q. Will MO 5 Comply with 5.A - Each CMRS provider shall submit to the
14 Commission a letter reflecting a change to the name and/or change, deletion or
15 addition of a trade name under which the ETC will be doing business in the state
16 of Missouri, attaching, as applicable, an amended Certificate of Incorporation,
17 Fictitious Name registration or an amendment thereof. The CMRS provider
18 shall modify its current informational filing, as required in Subsection 3D to
19 reflect the new name and shall attest that no revisions are being made, except for
20 the name change.**

21 A. MO 5 agrees to notify the Commission of all name changes as well as trade name
22 changes in which the ETC is doing business.

1 **Q. Will MO 5 Comply with 5.B - ETCs shall not self-certify to the Universal Service**
2 **Administrative Company for receipt of federal universal service funds?**

3 A. MO 5 agrees not to self-certify for receipt of federal universal service funds to the
4 Universal Service Administrative Company.

5 **Q. Will MO 5 Comply with 5.C - ETCs, including incumbent local exchange**
6 **telecommunications carriers, shall not willfully make any false entry in any**
7 **business record of any kind kept by it, nor shall it willfully destroy, mutilate,**
8 **alter or by any method falsify any such record, nor shall it willfully neglect or**
9 **fail to make full, true and correct entries in such records of all facts and**
10 **transactions appertaining to its business, nor shall it falsify any statement to the**
11 **commission?**

12 A. MO 5 agrees not to make any false statements, false record entries, or falsify any
13 record or entries pertaining to its business.

14 **Q. Will MO 5 Comply with 5.D - Allegations of failure to comply with this rule shall**
15 **be filed with the commission in the form of a formal complaint pursuant to**
16 **4 CSR 240-2.070. Resolution of the complaint may result in revocation of the**
17 **ETC designation.**

18 A. MO 5 understands that failure to comply with this ETC rule may result in the filing of
19 a formal complaint.

20 **Q. Will MO 5 Comply with 5.E - The Commission shall not certify, by October 1 of**
21 **each year, any ETC, including incumbent local exchange telecommunications**
22 **carriers, that fails to comply with these rules?**

- 1 A. MO 5 understands that its failure to comply with these ETC rules may compel the
2 Commission not to certify its ETC status by October 1 each year.
- 3 **Q. Will MO 5 Comply with 5.F - ETCs shall submit to the commission staff, by**
4 **August 15, 2006, a statement of compliance with 4 CSR 240-3.570. All carriers**
5 **with requests for ETC designation pending as of the effective date of this rule**
6 **shall submit, within 30 days of the effective date of the rule, any missing**
7 **information required by 4 CSR 240-3.570 or a statement that all required**
8 **information was previously submitted as part of the request for ETC**
9 **designation.**
- 10 A. MO 5 agrees to submit a statement of compliance by August 15, 2006 and shall
11 submit all missing information within 30 days of the effective date of the rule.
- 12 **Q. Does that conclude your testimony?**
- 13 A. Yes it does.

STATE OF MISSOURI

NORTHWEST MISSOURI CELLULAR)
LIMITED PARTNERSHIP)

Application for Designation as an)
Eligible Telecommunications Carrier)
for Purposes of Receiving Federal)
Universal Service Support Pursuant to)
Section 214(e)(2) of the)
Telecommunications Act of 1996.)

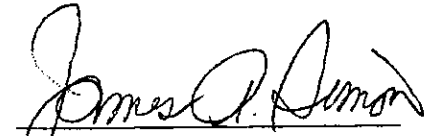
Case No. TO-2005-0466

AFFIDAVIT OF JAMES A. SIMON

COUNTY OF Macon)
STATE OF MISSOURI)

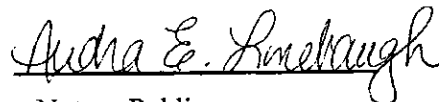
ss.

James A. Simon, of lawful age, on his oath states: that he has participated in the preparation of the foregoing Direct Testimony in question and answer form, consisting of **28** pages of testimony to be presented in the above case; that the answers in the foregoing Direct Testimony were given by him; that he has knowledge of the matters set forth in such answers; and that such matters are true and correct to the best of his knowledge and belief.


James A. Simon

Subscribed and sworn to before me this 17th day of April, 2006.

AUDRA E. LINEBAUGH
Notary Public - Notary Seal
STATE OF MISSOURI
Chariton County
My Commission Expires: May 27, 2006


Notary Public

Appendix M

CONTAINS
HIGHLY
CONFIDENTIAL
INFORMATION