

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

In Re: The Master Interconnection and Resale)
Agreement By and Between XO Missouri, Inc.)
and Sprint Missouri, Inc. Under Sections 251) **Case No.** _____
and 252 of the Telecommunications Act of)
1996)

**APPLICATION OF SPRINT MISSOURI, INC. FOR APPROVAL
OF MASTER INTERCONNECTION AND RESALE AGREEMENT**

COMES NOW, Sprint Missouri, Inc d/b/a Sprint ("Sprint"), and hereby files its Application for Approval of a Master Interconnection and Resale Agreement between Sprint Missouri, Inc. d/b/a Sprint and XO Missouri, Inc. (XO) under the Telecommunications Act of 1996 (the "Act"). In support of its application, Sprint states as follows:

I. APPLICANT

Sprint is a Missouri corporation with offices at 319 Madison, Jefferson City, Missouri 65102. Sprint is authorized to transact business within the State of Missouri and is authorized by the Missouri Public Service Commission ("Commission") to provide basic local and interexchange telecommunications service within the state.

Sprint was originally incorporated in Missouri in 1929 as The United Telephone Company. A restatement of its certification was received in Case No. TA-88-87. Sprint has received all necessary Commission and Secretary of State's Office approvals for subsequent name changes and is a corporation in good standing in the State of Missouri.

Evidence of proper name registrations was most recently provided to this Commission in Case No. TO-97-53 (Re: United Telephone Company of Missouri's Adoption Notice Designed to Change the Company's Name to United Telephone Company of Missouri d/b/a Sprint) and Case No. TO-98-107 (Application of United Telephone Company of Missouri d/b/a Sprint for Approval of Name Change to Sprint

Missouri, Inc.). Sprint requests that the information in those cases be incorporated herein by reference. To Sprint's knowledge there are no overdue assessments or annual reports nor are there any pending actions or final unsatisfied judgments or decisions against it involving customer service or rates occurring within the last three years.

II. MASTER INTERCONNECTION AND RESALE AGREEMENT

Sprint presents to the Commission its application pursuant to the terms of the Federal Act. The parties entered into a Master Interconnection and Resale Agreement (the "Agreement") dated December 10, 2003. The Agreement consists of the Master Interconnection and Resale Agreement for the State of Missouri entered into by and between Fidelity Communication Services I, Inc. ("Fidelity") and Sprint Missouri, Inc. ("Sprint"), dated June 23, 2003, which was approved by this Commission on August 26, 2003 in Case No. TK-2003-0569. There are no outstanding issues related the Agreement between the parties which requires the assistance of mediation or arbitration.

III. STANDARD FOR REVIEW

The statutory standard of review under Section 252(e) of the Act states:

- (e) Approval by State Commission
 - (1) Approval Required. Any interconnection agreement adopted by negotiation or arbitration shall be submitted for approval to the state commission. A State commission to which an agreement is submitted to shall approve or reject the agreement, with written findings as to any deficiencies.
 - (2) under subsection (a) if it finds Grounds for Rejection. The State commission may only reject.
 - (A) an agreement (or any portion thereof) adopted by negotiation that-
 - (i) the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement, or
 - (ii) the implementation of such agreement or portion is not consistent with the public

interest, convenience, and necessity;
or...

Applicant further states that the Agreement is consistent with the public interest, convenience and necessity in that it allows for full and fair competition and greater choice for the consumer. The Applicant further states that the Agreement does not discriminate against other carriers not a party to the Agreement as the terms of the Agreement are equally available to any other carrier.

IV. REQUEST FOR APPROVAL

Sprint seeks the Commission's approval of the Agreement, consistent with the provisions of the Act. Both parties believe that the implementation of this Agreement complies fully with Section 252(e) of the Act because the Agreement is consistent with the public interest, convenience and necessity and does not discriminate against any telecommunications carrier. The Agreement promotes diversity in providers, provides interconnectivity, and increases customer choices for telecommunications services.

Sprint and XO respectfully request that the Commission grant approval of this Agreement, without change, suspension or other delay in its implementation.

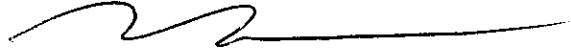
V. MISSOURI LEGISLATION

The negotiated and executed Agreement is consistent with the Missouri Legislation, Senate Bill No. 507, which became effective on August 28, 1996.

VI. CONCLUSION

WHEREFORE, for the foregoing reasons, Applicant prays that the Commission approve the Master Interconnection and Resale Agreement between Sprint Missouri, Inc., and XO Missouri, Inc. expeditiously.

Respectfully submitted,



Lisa Creighton Hendricks - MO Bar #42194
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Lisa.c.creightonhendricks@mail.sprint.com

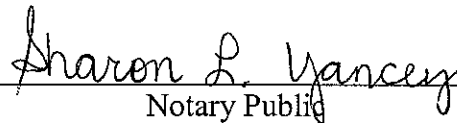
VERIFICATION

I, Lisa Creighton Hendricks, an attorney for Sprint Missouri, Inc. hereby verify and affirm that I have read the foregoing Application of Sprint Missouri, Inc., d/b/a Sprint For Approval of a Master Interconnection and Resale Agreement, and that the statements contained therein are true and correct to the best of my information and belief.



Lisa Creighton Hendricks

Subscribed and sworn to before me on this 25th day of February, 2004.


Notary Public

My Commission Expires:



CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this 25th day of February, 2004, a copy of the above and foregoing and any attachments were served by U.S. Mail, postage prepaid and or email or facsimile to each of the following:

Office of the Public Counsel
Missouri Public Service Commission
200 Madison Street, Suite 650
Jefferson City, MO 65101

Rex Knowles
111 East Broadway, Suite 100
Salt Lake City, UT 84111

Office of the General Counsel
Missouri Public Service Commission
200 Madison Street, Suite 900
Jefferson City, MO 65101

Karen Potkul
V.P., Regulatory & External Affairs
XO Communications, Inc.
1924 E. Deere Avenue
Santa Ana, CA 92705

Director - Local Carrier Services
Sprint
6480 Sprint Parkway
MS: KSOPHM0316-3B925
Overland Park, KS 66251


Lisa Creighton Hendricks

Master Interconnection and Resale Agreement

This Master Network Interconnection and Resale Agreement ("Agreement") between XO Missouri, Inc ("XO") and Sprint Missouri, Inc. ("Sprint"), (herein collectively the "Parties"), dated this 10th day of December, 2003 for the State of Missouri.

NOW THEREFORE, the Parties agree as follows:

The Parties agree that the Agreement between the Parties shall consist of the Master Interconnection and Resale Agreement for the State of Missouri entered into by and between Sprint and Fidelity Communication Services I, Inc. dated April 11, 2003 (herein referred to as the "Adopted Agreement"), amended as follows:

TERM:

This Agreement shall be in force for the period commencing with the date set forth above, and will expire pursuant to the terms and conditions governing the term of the Adopted Agreement, including but not limited to, the provisions regarding post-expiration.

MODIFICATIONS:

PARTIES:

XO Missouri, Inc. is hereby substituted in the Adopted Agreement for Fidelity Communication Services I, Inc.

REGULATORY APPROVALS:

Section 4.3 is hereby deleted in the Adopted Agreement and replaced by the following Section 4.3:

The Parties have not incorporated into this Agreement the provisions of the FCC's triennial review of unbundled network elements (*In the Matter of the Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, Docket No. CC 01-338, rel. August 21, 2003). Either Party may request an amendment pursuant to the section 4.2 of this Agreement to incorporate such provisions of the FCC's triennial review.

NOTICES:

Section 20.1 is hereby amended to read:

If to XO:

Rex Knowles
111 East Broadway
Suite 100
Salt Lake City, UT 84111
Tel. 801.983.1504
Fax 801.983.1667
rex.knowles@xo.com

Karen Potkul
Vice President, Regulatory
& External Affairs
XO Communications, Inc.
1924 E. Deere Avenue
Santa Ana, CA 92705
Tel. 949.417.7766
Fax 949.417.7572
karen.potkul@xo.com

To Sprint:

Director – Local Carrier Services
Sprint
6480 Sprint Parkway
Mailstop: KSOPHM0316-3B925
Overland Park, KS 66251

RESERVATIONS:

The Parties agree that nothing in this Agreement shall constitute a precedent in any other proceeding and further neither Party will assert in any other any proceeding that this Agreement should be considered as precedent. Notwithstanding neither Party waives its' rights to participate and fully present its' respective positions in any proceeding dealing with the any issue addressed in this Agreement or the Adopted Agreement.

GENERAL:

Except as modified above, the Agreement shall in all other respects reflect the same terms as the Adopted Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly respective authorized representatives.

Sprint Missouri, Inc.

XO Missouri, Inc.

By: 

By: 

Name: William E. Cheek

Name: Lee Weiner

Title: President Wholesale Markets

Title: Sr. Vice President & General Counsel

Date: 12/8/03

Date: 12/11/03