BEFORE THE PUBLIC SERVICE COMMISSION

OF THE STATE OF MISSURI

In the Matter of the Arbitrated Interconnection Agreement between Chariton Valley Telephone Corporation and T-Mobile USA, Inc.	)))	Case No. TK-2006-0168

<u>Statement of Agreement Compliance</u>
<u>And</u>
<u>Comments Concerning the Agreement</u>

Comes now Chariton Valley Telephone Corporation "Company", pursuant to 4 CSR 240-36.050 (1), and pursuant to 4 CSR 240-36.050 (2), and hereby files the executed traffic termination agreement with T-Mobile USA, Inc., with non-substantive revisions as directed by two members of the Arbitrator's advisory staff in IO-2005-0468, its statement of agreement compliance, and its comments concerning the agreement.

1. Company states that the agreement complies with section 252 of the Act, but does not comply with section 251 of the Act. Company is not financially responsible to compensate any carrier, including T-Mobile, for IXC traffic under section 251 (b) (5). IntraMTA IXC traffic does not fall within the scope of the FCC reciprocal compensation rules and decisions promulgated pursuant to section 251 (b) (5) of the Act.

2. The following excerpts from the agreement, which were not disputed by the parties, indicate that the agreement was never intended to apply to IXC provisioned traffic. When compared to the Arbitration Report's determination that intraMTA IXC

traffic be included within the scope of the agreement, these provisions establish inconsistent and irreconcilable conflicts within the agreement itself:

Introductory Provision, p. 1:

ILEC is a local exchange carrier operating in Missouri. TMUSA is a commercial mobile radio service carrier operating in Missouri. TMUSA terminates traffic originated by its end user customers and terminating to ILEC through the facilities of another local exchange carrier in Missouri. ILEC may terminate traffic originated by its end user customers and terminating to TMUSA through the facilities of another local exchange carrier in Missouri. TMUSA and ILEC recognize their responsibilities to compensate the other pursuant to Section 4 of this Agreement for termination of the traffic originated by and under the responsibility of each Party.

Section 1.1:

This Agreement shall cover traffic originated by, and under the responsibility of, one of the Parties and terminated to the other Party without the direct interconnection of the Parties' networks, and which terminates to the other Party through the facilities of another local exchange carrier or interexchange carrier in Missouri. "Traffic originated by and under the responsibility of," a Party means traffic that is originated by a Party pursuant to that Party's rate schedules, tariffs, or contract with the end-user customer.

Section 3.1:

Each Party shall be responsible for provisioning its traffic, if any, exchanged under this Agreement. Each Party shall be responsible for establishing appropriate contractual or tariff relationships with the third-party LEC(s), if any, that Party selects for transiting traffic to the other Party. Each Party shall be responsible for providing the trunks from its network to the point of interconnection with the network(s) of any such third-party LEC(s), and for paying such third-party LEC(s) for the costs of transiting calls that the Party originates.

3. These provisions recognize Company is an ILEC not certificated to provision traffic out of its local calling scope to T-Mobile. These provisions recognize that it is only when Company sends traffic through a transiting LEC that the traffic will be subject to the agreement.

4. Landline to mobile IXC traffic originating from Company's exchanges is originated by the IXC pursuant to its rate schedules, tariffs, or end-user contracts. It is not originated by Company. It is not transited by SBC in its ILEC capacity.

5. Mobile to landline traffic originated by T-Mobile customers and given by T-Mobile to IXCs for termination is the provisioning responsibility of T-Mobile, as the traffic is originated by T-Mobile pursuant to its contract with its end user/customer. The evidence at hearing was that T-Mobile pays the IXC to terminate this traffic to Company, which includes the contractual commitment of the IXC to pay terminating access to Company.

6. Company refers the Commission to Company's Application for Rehearing, and its September 27, 2005 Comments regarding the final arbitration report, as filed in IO-2005-0468. Said Application and Comments are incorporated by reference as if full set forth herein.

7. The following provisions of the conformed agreement do not meet the requirements of Section 251 (b) (5) of the Act:

Section 1.1: the words "or interexchange carrier";

Section 5.1.1: its entirety;

Section 5.1.3: its entirety.

WHEREFORE, on the basis of the foregoing, Company respectfully requests that the Commission reject the conformed traffic termination agreement, or in the alternative that the Commission reject and delete the following three provisions of the conformed agreement:

Section 1.1: delete the words "or interexchange carrier";

Section 5.1.1: delete in its entirety;

Section 5.1.3: delete in its entirety.

/s/
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CERTIFICATE OF SERVICE

The undersigned does hereby certify that a true and accurate copy of the foregoing was emailed this 21st day of October, 2005, to the following representatives of Respondent:

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/s/ Craig S. Johnson