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January 6, 2000

**FILED**<sup>2</sup>

JAN 06 2000

Mr. Dale Hardy Roberts  
Secretary/Chief Regulatory Law Judge  
Missouri Public Service Commission  
P. O. Box 360  
Jefferson City, Missouri 65102

70-2000-407

Missouri Public  
Service Commission

**Re: Interconnection Agreement between TDS Telecom. Inc. and Southwestern Bell Wireless**

Dear Mr. Roberts:

Enclosed for filing with the Commission please find an original and fourteen (14) copies of an Application for Approval of Interconnection Agreement under the Telecommunications Act of 1996. This Agreement between TDS Telecom. Inc. ("TDS") and Southwestern Bell Wireless ("SWBW") is the result of negotiation and compromise, and there are no outstanding issues that need the assistance of mediation or arbitration. TDS and SWBW file this Agreement seeking Commission approval of its terms and conditions consistent with the Federal Act and Missouri law. The implementation of this Agreement is consistent with the public interest, convenience, and necessity and does not discriminate against any telecommunications carrier.

Please see that this filing is brought to the attention of the appropriate Commission personnel. If there are any questions regarding this filing, please feel free to give me a call at your convenience. Otherwise, I thank you in advance for your cooperation in this matter.

Sincerely,

*Brian T. McCartney*  
Brian T. McCartney

BTM/da

cc: Linda Lowrance  
Jeanne Fischer  
Michael Dandino  
Dan Joyce

FILED<sup>2</sup>

JAN 06 2000

Missouri Public  
Service Commission

BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI

Joint Application of Southwestern Bell Wireless, )  
Inc. and TDS Telecom, Inc. for Approval )  
of Interconnection Agreement )  
Under the Telecommunications Act of 1996. )

Case No. TO-2000-407

**JOINT APPLICATION OF SOUTHWESTERN BELL WIRELESS, INC. AND  
TDS TELECOM, INC. FOR APPROVAL OF INTERCONNECTION  
AGREEMENT UNDER THE TELECOMMUNICATIONS ACT OF 1996**

COME NOW Southwestern Bell Wireless, Inc. (SWBW), and TDS Telecom, Inc. (TDS) (collectively Applicants), and hereby file their Joint Application for Approval of Interconnection Agreement between SWBW and TDS under the Telecommunications Act of 1996 (the Federal Act) and would respectfully show the Missouri Public Service Commission (Commission) the following:

**I. INTERCONNECTION AGREEMENT REACHED**

SWBW is a commercial mobile radio service ("CMRS") provider operating in Missouri. TDS is a local exchange carrier ("LEC") acting through its three subsidiary telephone companies in Missouri: New London Telephone Company, Orchard Farm Telephone Company, and Stoutland Telephone Company.

SWBW and TDS jointly present to the Commission for approval an Interconnection Agreement negotiated and executed pursuant to the terms of the Federal Act (Agreement, Attachment I). After extensive good faith negotiations between SWBW and TDS, the Agreement was executed on September 24, 1999. The Agreement includes two appendices, which are incorporated by reference. No outstanding issues between SWBW and TDS need the assistance of mediation or arbitration.

## **II. REQUEST FOR APPROVAL**

SWBW and TDS jointly seek the Commission's approval of the Agreement, consistent with the provisions of the Federal Act and Missouri law. Applicants represent that the implementation of this Agreement complies fully with Section 252(e) of the Federal Act because the Agreement is consistent with the public interest, convenience and necessity and does not discriminate against any telecommunications carrier.

SWBW and TDS respectfully request that the Commission grant expeditious approval of this Agreement, without change, suspension or other delay in its implementation. This is a bilateral agreement, reached as a result of negotiations and compromise between the parties. Correspondence, orders and decisions in this matter should be addressed to:

Linda Lowrance  
TDS Telecom, Inc.  
P.O. Box 22995  
Knoxville, TN 37933-0995  
(423) 671-4758

Jeanne Fischer  
Southwestern Bell Wireless, Inc.  
13075 Manchester, 1<sup>st</sup> Floor  
St. Louis, MO 63131  
(314) 984-2307

W.R. England, III/Brian T. McCartney  
Brydon, Swearengen and England P.C.  
P.O. Box 456  
Jefferson City, MO 65102-0456  
(573) 635-7166

## **III. STANDARD FOR REVIEW**

The statutory standards of review are set forth in Section 252(e) of the Federal Act which provides as follows:

\* \* \*

(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 shall approve or reject the agreement, with written findings as to any deficiencies.
- (2) Grounds for rejection.—The State commission may only reject –
  - (A) an agreement (or any portion thereof) adopted by negotiation under subsection (a) if it finds 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;

#### **IV. MISSOURI LAW**

The negotiated and executed Agreement is consistent with Missouri Law.

#### **V. EXEMPTIONS**

The Applicants also ask the Commission to note Section 13.0 of the Agreement which states, "This Agreement is not an interconnection agreement under 47 USC 251(c). The parties acknowledge that TDS is entitled to a rural exemption as provided by 47 USC 251(f) and TDS does not waive such exemption." If the Commission should determine that the Agreement does not fall under its jurisdiction, then Applicants ask that the Agreement be returned to counsel for SWBW and TDS.

#### **VI. CONCLUSION**

For the reasons set forth above, SWBW and TDS respectfully request that the

Commission approve the Agreement expeditiously.

SOUTHWESTERN BELL  
WIRELESS, INC.

TDS TELECOM, INC.

By Jeanne A. Fischer

JEANNE A. FISCHER #29723  
Attorney for Southwestern Bell  
Wireless, Inc.  
13075 Manchester Road  
St. Louis, Missouri 63131  
(314) 984-2307 Telephone  
(314) 984-2050 Facsimile

By Brian T. McCartney

W.R. England, III #23975  
Brian T. McCartney #47788  
BRYDON, SWEARENGEN &  
ENGLAND, P.C.  
312 East Capitol Ave., P.O. Box 456  
Jefferson City, MO 65102-0456  
(573) 635-7166 Telephone  
(573) 634-7431 Facsimile

**VERIFICATION OF APPLICATION**

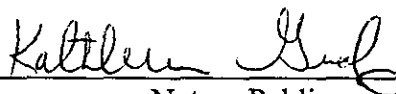
I, Steve Dreon, Director-Network, for Southwestern Bell Wireless, Inc., and pursuant to 4 CSR 240-2.060(F), hereby swear and affirm that I am authorized to speak on behalf of the Applicant Southwestern Bell Wireless and to attest to the veracity of the statements contained in this application.



Steve Dreon

State of Missouri     )  
                                  )     SS  
County of St. Louis    )

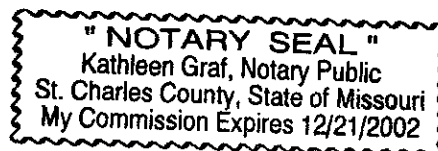
I, Kathleen Graf, a Notary Public do hereby certify that on this 4<sup>th</sup> day of January, 2000, personally appeared before me Steve Dreon who declared that all of the information contained herein above is true, to the best of his knowledge and belief.



Notary Public

My Commission Expires:

12-21-2002



STATE OF MISSOURI     )  
                                      )  
COUNTY OF ST. LOUIS    )

**AFFIDAVIT OF STEVE DREON**

Before me, the Undersigned Authority, on this 4<sup>th</sup> day of January, 2000, personally appeared Steve Dreon of Southwestern Bell Wireless, Inc., upon being by me duly sworn on oath deposed and said the following:

1. My name is Steve Dreon. I am over the age of twenty-one, of sound mind and competent to testify to the matters stated herein. I am the Director of Network for SWBW and have personal knowledge of the agreement between TDS Telecommunications Corporation ("TDS") and SWBW ("the Agreement"). The parties have negotiated diligently under the Telecommunications Act of 1996, culminating in an executed agreement on September 24, 1999.
2. The Interconnection Agreement is the result of negotiation and compromise.
3. There are no outstanding issues between the parties that need the assistance of mediation or arbitration if this Agreement is approved.
4. Approval of this Interconnection Agreement is consistent with the public interest, convenience, and necessity, as it will allow the exchange of traffic between TDS and SWBW.
5. This Interconnection Agreement does not discriminate against any telecommunications carrier. The terms of this agreement are available to any similarly situated provider in negotiating a similar agreement.

Further Affiant sayeth naught.



Steve Dreon  
Director-Network

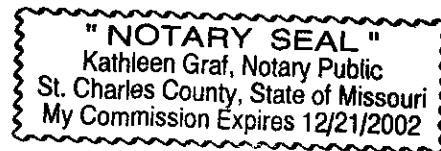
Sworn and subscribed to before me this 4<sup>th</sup> day of January, 2000 to  
certify which witness my hand and seal of office.



Notary Public


My Commission Expires:

12-21-2002



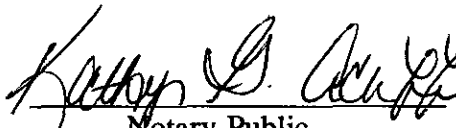
**VERIFICATION OF APPLICATION**

I, Linda N. Lowrance, Manager – Interconnection for TDS Telecom, Inc. and pursuant to 4 CSR 240-2.060(F), hereby swear and affirm that I am authorized to speak on behalf of the Applicant TDS Telecom, Inc. and to attest to the veracity of the statements contained in this application.

  
Linda N. Lowrance

State of TN )  
County of Knox ) SS

I, Kathy G. Acuff, a Notary Public do hereby certify that on this 4th day of January, 2000, personally appeared before me Linda N. Lowrance who declared that all of the information contained herein above is true, to the best of her knowledge and belief.

  
Notary Public

My Commission expires:

**My Commission Expires Nov. 20, 2002**  
\_\_\_\_\_

STATE OF TN )  
COUNTY OF Knox )


**AFFIDAVIT OF LINDA N. LOWRANCE**

Before me, the Undersigned Authority, on this 4<sup>th</sup> day of January, 2000  
personally appeared Linda N. Lowrance of TDS Telecom, Inc. who, upon being by me duly  
sworn on oath deposed and said the following:

1. My name is Linda N. Lowrance. I am over the age of twenty-one, of sound mind and competent to testify to the matters stated herein. I am the Manager – Interconnection for TDS Telecom, Inc. (“TDS”) and have personal knowledge of the agreement between TDS and Southwestern Bell Wireless (“SWBW”) (“the Agreement”). I have served as negotiator of the agreement on behalf of TDS and have personal knowledge of the provisions. The parties have negotiated diligently under the Telecommunications Act of 1996, culminating in an executed agreement by TDS and SWBW on September 24, 1999.
2. The Interconnection Agreement is the result of negotiation and compromise.
3. There are no outstanding issues between the parties that need the assistance of mediation or arbitration if this Agreement is approved.
4. Approval of this Interconnection Agreement is consistent with the public interest, convenience, and necessity, as it will allow the exchange of traffic between TDS and SWBW.

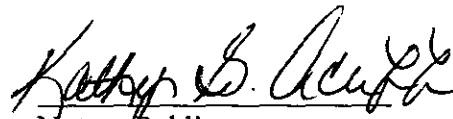
5. This Interconnection Agreement does not discriminate against any telecommunications carrier. The terms of this agreement are available to any similarly situated provider in negotiating a similar agreement.

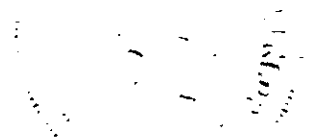
Further Affiant sayeth naught.

  
Linda N. Lowrance  
Manager – Interconnection

Sworn and Subscribed to before me this 4th day of January, 2000 to certify which witness my hand and seal of office.

My Commission Expires Nov. 20, 2002

  
Notary Public





## **AGREEMENT BETWEEN SOUTHWESTERN BELL WIRELESS AND TDS TELECOM, INC. FOR TERMINATION OF TRAFFIC**

This Agreement for the Termination of Traffic (Agreement) between Southwestern Bell Wireless, Inc. (SWBW) and TDS TELECOM, INC. ("Telecom"), as an agent for the Missouri local exchange telephone companies listed on Attachment II (these LECs are referred to individually as "TDS" in this agreement) is effective upon the date of execution specified below .

This Agreement establishes the methodology for the exchange of and compensation for Traffic originated on the network of SWBW, transited via the network of a third party LEC and terminated on the network of TDS, or originated on the network of TDS, transited via the network of a third party LEC, and terminated on the network of SWBW.

### **1.0 DEFINITIONS**

As used in this Agreement, the following terms shall have the meanings specified below:

1.1 "Act" – the Communications Act of 1934 as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the Federal Communications Commission (FCC) or a state regulatory commission ("Commission").

1.2 "CMRS" – Commercial Mobile Radio Service, as defined in the Act.

1.3 "MTA" – Major Trading Area, as defined in 47 C.F.R. paragraph 24.102 of the FCC Rules and Regulations.

1.4 "Traffic" – Traffic that: 1) originates on one Party's network, 2) terminates on the other Party's network, 3) is transited over the network of a third party LEC and 4) originates and terminates within the same MTA.

1.5 "Party" – means either Party to this agreement.

1.6 "LEC" – local exchange carrier, includes any provider of telecommunications service that holds a certificate of convenience and necessity, certificate of operating authority or a service provider certificate of operating authority.

1.7 "CTUSR" – Cellular Transiting Usage Summary Report, provided by Southwestern Bell Telephone, tracks the minutes of Transiting Traffic for calls originating from CMRS and terminating to LECs.

### **2.0 COMPENSATION AGREEMENTS**

2.1(a) For all Traffic transited over the network of a third party LEC and terminated on the network of either TDS or SWBW, the Party originating the Traffic shall pay the Party terminating the Traffic the reciprocal and symmetrical Terminating Rate as shown in Attachment II.

3.0 The Parties recognize that they or their authorized representatives may come into possession of confidential and/or proprietary data about each other's business as a result of this Agreement. Each Party agrees to treat all such data as strictly confidential and to use such data only for the purpose of performance under this Agreement. Each Party agrees not to disclose data about the other Party's business, unless such disclosure is required by lawful subpoena or order, to any person without first securing the written consent of the other party.

3.1 Until such time as TDS is able to accurately track originating calls from TDS Local Exchanges to SWBW, TDS and SWBW shall assume a 75% Mobile to Land (M2L) and 25% Land to Mobile (L2M) traffic ratio. The number of minutes of M2L traffic shall be that shown in the CTUSR. Total Traffic minutes shall be equal to 11/3 that of M2L traffic. The number of minutes of L2M traffic shall equal 25% of Total Traffic. Minutes of Usage formulas are shown in Attachment II.

3.2 Upon reasonable written notice, each Party, or its authorized representative, shall have the right to conduct reviews of the relevant data possessed by the other Party to give assurance of compliance with the provisions of this Agreement. These reviews will consist of any examinations and verification of data involving records systems, procedures and other information related to the services performed by either Party as related to charges or payments made in connection with this Agreement. Each Party's right to access information for verification review purposes is limited to data not in excess of twelve (12) months in age. The Party requesting a verification review shall fully bear its own costs associated with conducting a review. The Party being reviewed will provide access to necessary and applicable information at no charge to the reviewing Party during normal business hours. A request for billing data review shall not exceed one per year.

5.0 The Parties shall comply with applicable orders, rules or regulations of the FCC, appropriate Commissions and Federal and State law during the term of this Agreement. Notwithstanding anything to the contrary contained herein, a Party shall not be liable nor deemed to be in default for any delay or failure of performance under this Agreement resulting from acts of God, civil or military authority, acts of the public enemy, war, hurricanes, tornadoes, storms, fires, explosions, earthquakes, floods, government regulation, strikes, lockouts or other work interruptions by employees or agents not within the control of the non-performing Party.

6.0 The Parties agree that the Party collecting revenues shall be responsible for collecting, reporting and remitting all taxes associated therewith, provided that the tax liability shall remain with the Party upon whom it is originally imposed.

7.0 The terms of this Agreement are in effect for a period of one year beginning on the date of execution, unless terminated with 60 days written notice by either Party. This Agreement shall automatically renew for periods of one year unless terminated with 60 days written notice by either Party. If the Parties choose to interconnect directly with one another, the Parties reserve the right to negotiate an interconnection agreement and re-negotiate or terminate this agreement.

7.1 In addition, for the time period between April 1, 1998 and the date of execution of this Agreement, the Parties agree symmetrically and reciprocally to compensate each other at the same rate reflected in this Agreement. The Parties shall work cooperatively to produce or estimate the actual call volume for that period of time.

8.0 A Party may not assign this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed, provided, however, a Party may assign this Agreement or any portion thereof, without consent, to any entity that controls, is controlled by or is under common control with the assigning Party. Any such assignment shall not, in any way, affect or limit the rights and obligations of the Parties under the terms of this Agreement.

9.0 Neither Party assumes any liability for any act or omission of the other in the furnishing of its services to its subscribers solely by virtue of entering into the Agreement. To the extent not prohibited by law or inconsistent with the other terms of this Agreement, each Party shall indemnify the other Party and hold it harmless against any loss, costs, claims, injury or liability relating to any third-party claim arising out of any act or omission of the indemnifying Party in connection with the indemnifying Party's performance under this Agreement. Furthermore, the Parties agree to arrange their own interconnection arrangements with other telecommunications carriers, and each Party shall be responsible for any and all of its own payments thereunder. Neither Party shall be financially or otherwise responsible for the rates, terms, conditions, or charges between the other Party and another telecommunications carrier.

10.0 This agreement is not intended to benefit any person or entity not a party to it and no third party beneficiaries are created by this Agreement.

11.0 If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which it may be entitled.

12.0 Notices shall be effective when received or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of SWBW to :

Business Name: Southwestern Bell Wireless  
Mailing Address: 17330 Preston Road  
Shipping Address:  
City/State/Zip Code: Dallas, TX 75252  
Attention: Vice President - General Counsel  
Contact Phone Number: (972) 733-2005

With a copy to:

Southwestern Bell Wireless  
892 Woods Mill Road  
Ballwin, MO 63011  
Attn: Manager - Network Administration

*RBH*  
*JAF*  
*AWM*

and in the case of TDS to:

Business Name: TDS TELECOM  
Mailing Address: P.O. Box 22995  
Shipping Address: 725 Pellissippi Parkway, Suite 230  
City/State/Zip Code: Knoxville, TN 37933-0995 (37932 for Shipping)  
Attention: Director- Carrier Relations  
Contact Phone Number: (423) 671-4511

Bills and payments shall be effective when received or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of SWBW to:

Business Name: Southwestern Bell Wireless  
Mailing Address: 892 Woods Mill Road  
City/State/Zip Code: Ballwin, MO 63011  
Attention: Manager - Network Administration

and in the case of TDS to:

Business Name: TDS TELECOM  
Mailing Address: P.O. Box 5158  
City/State/Zip Code: Madison, WI 53705-0158  
Attention: Accounting Center

13.0 This Agreement is not an interconnection agreement under 47 USC 251 (c). The parties acknowledge that TDS is entitled to a rural exemption as provided by 47 USC 251 (f) and TDS does not waive such exemption.

14.0 The undersigned signatories represent that they have the authority to execute this Agreement on behalf of their respective companies. This Agreement can be executed in separate parts which together constitute a single integrated Agreement.

This Agreement is executed this 24<sup>th</sup> day of September, 1999.

SOUTHWESTERN BELL WIRELESS, INC. TDS Telecom, Inc., as agent for the  
Missouri corporations listed in Attachment II

By: [Signature]

Title: President & CEO-SWBW

By: [Signature]

Title: Group President - TDS & SWBW

## ATTACHMENT I

### I. Usage

- A. The CTUSR shall provide usage information to both parties regarding CMRS originated traffic on a monthly (or other agreed time interval negotiated with Southwestern Bell Telephone) basis, unless otherwise mutually agreed.
- B. Usage information will be sufficient detail to support billings and shall include but not be limited to, information such as total minutes of use for traffic as defined in subsection 1.4 of the foregoing agreement.
- C. Each Party shall issue a billing statement to the other Party showing, at a minimum, total minutes billed, the rates used to calculate the bill, and the total amount due.

### II. Payment and Billing Disputes

- A. Payment is due within thirty days of the bill date as shown on the face of the bill.
- B. The billed party shall pay a late charge on all undisputed Balances outstanding after the payment due date. The rate of the late charge shall be the lesser of 1.5% per month and the maximum amount allowed by law. The billed party shall pay the billing party the reasonable amount of the billing party's expenses related to collection of overdue bills, such amounts to include reasonable attorney's fees.
- C. If any portion of amount due to a Party under this Agreement is disputed, the Party disputing the bill shall give detailed written notice to the billing Party within thirty (30) days of receipt of the invoice containing the disputed amount. All undisputed amounts remain payable when due.

## ATTACHMENT II

### Transport and Termination of All Local Traffic:

<u>Company</u>	<u>\$/MOU</u>
Orchard Farm Telephone	0.019655
New London Telephone	0.019540
Stoutland Telephone	0.014760

Total Traffic (TT) = Mobile to Land (M2L) + Land to Mobile (L2M) Traffic

Calculated TT = M2L (as defined in CTUSR) / .75

Calculated L2M = 0.25TT