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OF COUNSEL  
RICHARD T. CIGOTONE

August 8, 2000

FILED<sup>2</sup>

AUG 08 2000

Missouri Public  
Service Commission

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

Re: Wireless Interconnection Agreement between TDS Telecom and U.S. Cellular

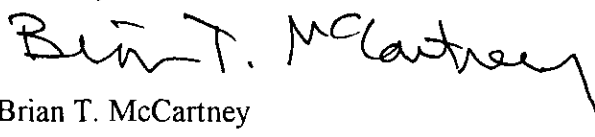
Dear Mr. Roberts:

TO-2001-77

Enclosed for filing with the Commission please find an original and eight (8) copies of TDS Telecommunications Corporation's Application for Approval of Interconnection Agreement under the Telecommunications Act of 1996.

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

BTM/da

cc: Linda Lowrance  
Lisa Paarfusser  
Michael Dandino  
Dan Joyce

FILED<sup>2</sup>

AUG 08 2000

Missouri Public  
Service Commission

BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI

Application of TDS Telecommunications Corporation )  
for Approval of an Interconnection Agreement )  
under the Telecommunications Act of 1996 )

Case No. TU-2001-77

**APPLICATION OF TDS TELECOM, INC.  
FOR APPROVAL OF INTERCONNECTION AGREEMENT  
UNDER THE TELECOMMUNICATIONS ACT OF 1996**

COMES NOW TDS Telecommunications Corporation (hereinafter "TDS", "TDS Telecom", or "Applicant"), and hereby files its Application for Approval of Interconnection Agreement between U.S. Cellular Corporation ("U.S. Cellular") and TDS Telecom under the Telecommunications Act of 1996 ("the Act"). In support of this Application, Applicant states to the Missouri Public Service Commission ("Commission") as follows:

**I. INTERCONNECTION AGREEMENT REACHED**

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

On May 19, 2000, after good faith negotiations, U.S. Cellular and TDS executed a wireless interconnection agreement ("the Agreement") for the state of Missouri pursuant to the terms of the Federal Act (*see* Agreement, Attachment I). Pursuant to Section 252(e)(1) of the Act, Applicant hereby submits this Agreement for approval by the Commission. The interconnection 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. The Agreement consists of five (5) pages and includes a one (1) page appendix. There are no outstanding issues between U.S. Cellular and TDS that need the assistance of mediation or arbitration.

## **II. REQUEST FOR APPROVAL**

Applicant seeks the Commission's approval of the Agreement, consistent with the provisions of the Federal Act and Missouri law. Applicant represents that the implementation of this negotiated and executed Agreement complies fully with both Missouri law and 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. Applicant respectfully requests that the Commission grant expeditious approval of this Agreement, without change, suspension or 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  
[linda.lowrance@tdstelecom.com](mailto:linda.lowrance@tdstelecom.com)

Lisa Paarfusser  
U.S. Cellular Corporation  
8410 W. Bryn Mawr Ave.  
Suite 700  
Chicago, IL 60631-3486

Brian T. McCartney  
Brydon, Swearngen & England P.C.  
P.O. Box 456  
Jefferson City, MO 65102-0456  
[brian@brydonlaw.com](mailto:brian@brydonlaw.com)

### **III. COMMISSION AUTHORITY**

Under the Federal Telecommunications Act of 1996 ("the Act"), the Commission has the authority to review the terms and conditions of the interconnection of telecommunications carriers' networks within the state of Missouri, including voluntarily negotiated agreements for transport and termination of traffic. The Commission has the authority to grant the relief requested by the Applicant. Specifically, Section 252(a) of the Act provides:

#### **(a) AGREEMENTS ARRIVED AT THROUGH NEGOTIATION**

(1) **VOLUNTARY NEGOTIATIONS.** -- Upon receiving a request for interconnection, services, or network elements pursuant to section 251, an incumbent local exchange carrier may negotiate and enter into a binding agreement with the requesting telecommunications carrier or carriers without regard to the standards set forth in subsections (b) and (c) of section 251. The agreement shall include a detailed schedule of itemized charges for interconnection and each service or network element included in the agreement. The agreement, including any interconnection agreement negotiated before the date of enactment of the Telecommunications Act of 1996, shall be submitted to the State commission under subsection (e) of this section.

### **III. STANDARD OF REVIEW**

Under Section 252 of the Act, the Commission has the authority to approve an interconnection agreement negotiated between an incumbent local exchange company (ILEC) and other telecommunications carriers. The Commission may only reject an interconnection agreement if the agreement is discriminatory to a nonparty or is inconsistent with the public interest, convenience, and necessity. Section 252 of the Act 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 to shall approve or reject the agreement, with written findings as to any deficiencies.

(2) **GROUND FOR REJECTION.**— The State Commission may only reject —

(1) an agreement (or any portion thereof) adopted by negotiation under subsection (a) if it finds that —

(1) the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or

(2) the implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity; or

The affidavit of Louis Reilly, Director – Carrier Relations for TDS establishes that the Agreement submitted herein satisfies these standards. (Affidavit, Attachment II)

#### **IV. EXEMPTIONS**

Section 251(f)(1) of the Act exempts certain rural telephone companies from the additional interconnection requirements contained in Section 251(c). Thus, although all ILECs, as telecommunications carriers, have the duty to interconnect, not all ILECs have to meet the additional interconnection requirements imposed by Section 251(c) of the Act.<sup>1</sup> As a rural carrier, TDS is not required to meet the additional interconnection requirements of Section

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<sup>1</sup> Section XI of the Agreement 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.” (emphasis added)

251(c). TDS and U.S. Cellular sought to highlight in Section XI of their Agreement that, while they are submitting a Section 251 Interconnection Agreement to this Commission for approval, it is not an interconnection agreement under Section 251(c), and TDS has not waived its Section 251(f)(1) rural exemption.

## V. CONCLUSION

For the reasons set forth above, Applicant respectfully requests the Commission to approve the Agreement between TDS Telecom and U.S. Cellular expeditiously, and for such other orders as are reasonable in the circumstances.

WHEREFORE, Applicants respectfully request the Commission to issue an Order that: (1) approves the voluntarily negotiated interconnection agreement between TDS Telecom and U.S. Cellular, (2) directs Applicant to file an executed copy of the Agreement with the Commission, and (3) grants such other relief as is reasonable in the circumstances.

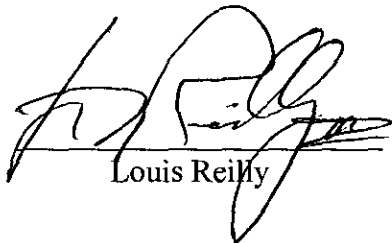
TDS Telecom, Inc.

By Brian T. McCartney

Brian T. McCartney                      Mo. #47788  
BRYDON, SWEARENGEN & ENGLAND P.C.  
312 East Capitol Avenue, P.O. Box 456  
Jefferson City, MO 65102-0456  
[brian@brydonlaw.com](mailto:brian@brydonlaw.com)  
(573) 635-7166  
(573) 634-7431 (FAX)

**VERIFICATION OF APPLICATION**

I, Louis Reilly, Director – Carrier Relations for TDS Telecommunications Corporation and pursuant to 4 CSR 240-2.060(1)(M), hereby swear and affirm that I am authorized to speak on behalf of the Applicant TDS Telecommunications Corporation and to attest to the veracity of the statements contained in this application.

  
Louis Reilly

State of WISCONSIN )  
County of DANE ) SS

I, JILL A. HATLEBERG, a Notary Public do hereby certify that on this 4<sup>th</sup> <sup>August</sup> day of ~~July~~, 2000 personally appeared before me Louis Reilly 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:

7-4-2004

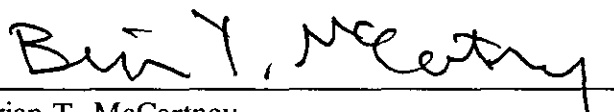
CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing document was sent by U.S. Mail, postage prepaid, or hand-delivered on this 28 day of August, 2000, to the following parties:

General Counsel  
Missouri Public Service Commission  
P.O. Box 360  
Jefferson City, Missouri 65102

Michael F. Dandino  
Office of the Public Counsel  
P.O. Box 7800  
Jefferson City, Missouri 65102

Lisa Paarfusser  
U.S. Cellular Corporation  
8410 W. Bryn Mawr Ave.  
Suite 700  
Chicago, IL 60631-3486

  
\_\_\_\_\_  
Brian T. McCartney



**WIRELESS INTERCONNECTION AGREEMENT**  
**TDS - MISSOURI**

This Agreement is made effective on the 1st day of June, 2000, between TDS TELECOMMUNICATIONS CORPORATION, a Delaware corporation, as agent for the Missouri corporations listed on Appendix A (individually, "TDS"), and U.S. Cellular Corporation, a Delaware corporation ("USCC").

TDS is a local exchange carrier acting through its subsidiary telephone companies in Missouri. USCC is a commercial mobile radio service carrier operating in Missouri. TDS and USCC desire to interconnect on an indirect basis for the purpose of exchanging traffic between the parties' customers.

In consideration of the mutual covenants contained in this Agreement, the parties agree as follows.

**SECTION I**  
**SCOPE OF AGREEMENT**

This Agreement shall cover local interconnection arrangements between USCC's network in Missouri and TDS' network in Missouri. The exchange of non-local traffic between other portions of TDS' network and USCC's network will be accomplished using the existing toll telephone network. The designations "local" and "non-local" shall be as defined by federal law for the purpose of the exchange of wireless traffic.

**SECTION II**  
**TRAFFIC EXCHANGE**

The default point of interconnection shall be at an appropriate access tandem. Each party shall be responsible for the cost of providing the trunks from its network to the point of interconnection for the calls which that party originates. Either party shall be allowed to establish a different point of interconnection for the calls which that party originates, provided that the new point of interconnection does not increase the cost of transporting or terminating calls for the other party. Each party shall bill the other for calls which the billing party terminates to its own customers and which were originated by the billed party. Applicable local transport and termination rates and billing procedures are set forth on the attached Appendix A, which is incorporated by reference. The billed party shall pay the billing party for all charges properly listed on the bill. Such payments are to be received within thirty (30) days from the effective date of the statement. The billed party shall pay a late charge on the unpaid amounts that have been billed that are greater than thirty (30) days old. 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. Neither party shall bill the other for traffic that is more than one (1) year old.

Attachment I

### SECTION III INDEPENDENT CONTRACTORS

The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. Neither party shall have the right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind the other party. This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the parties or to impose any partnership obligation or liability upon either party.

### SECTION IV LIABILITY

#### A.

Neither party nor any of their affiliates shall be liable for any incidental, consequential or special damages arising from the other party's use of service provided under this Agreement. Each party shall indemnify and defend the other party against any claims or actions arising from the indemnifying party's use of the service provided under this Agreement, except for damages caused by the sole recklessness of the indemnified party.

#### B.

Neither party makes any warranties, express or implied, for any hardware, software, goods, or services provided under this Agreement. All warranties, including those of merchantability and fitness for a particular purpose, are expressly disclaimed and waived.

#### C.

In any event, each party's liability for all claims arising under this Agreement, or under the use of the service provided under this Agreement, shall be limited to the amount of the charges billed to the party making a claim for the month during which the claim arose.

### SECTION V ATTORNEY'S FEES AND COURT COSTS

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.

### SECTION VI TERM OF AGREEMENT

This Agreement shall commence on the effective date stated on the first page, and shall terminate one (1) year after the effective date. This Agreement shall renew automatically for successive one (1) year terms, commencing on the termination date of the initial term or latest renewal term. The automatic renewal shall take effect without notice to either party, except that either party may elect not to renew and terminate by giving the other party written notice of its intention not to renew at least ninety (90) days prior to each anniversary date.

SECTION VII  
THIRD PARTY BENEFICIARIES

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.

SECTION VIII  
GOVERNING LAW, FORUM, AND VENUE

To the extent not governed by the laws and regulations of the United States, this Agreement shall be governed by the laws and regulations of the State of Missouri. Disputes arising under this Agreement, or under the use of service provided under this Agreement, shall be resolved in state or federal court in Missouri.

SECTION IX  
ENTIRE AGREEMENT

This Agreement incorporates all terms of the agreement between the parties. This Agreement may not be modified except in writing signed by both parties. This Agreement is a result of a negotiation between the parties, and it was jointly drafted by both parties.

SECTION X  
NOTICE

Notices, 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 USCC to:

Business Name: U.S. Cellular Corporation  
Mailing Address: 8410 W. Bryn Mawr Ave., Ste 700  
Shipping Address:  
City/State/Zip Code: Chicago, IL 60631-3486  
Attention: Lisa Parfusser  
Contact Phone Number: (773) 399-8900

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 TDS to:

Business Name: TDS TELECOMMUNICATIONS CORPORATION  
Mailing Address: P. O. Box 22995  
Shipping Address: 9737 Cogdill Road, Suite 230  
City/State/Zip Code: Knoxville, TN 37933-0995 (37932 for Shipping)  
Attention: Linda Lowrance  
Contact Phone Number: (865) 671-4758

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 TDS to:

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

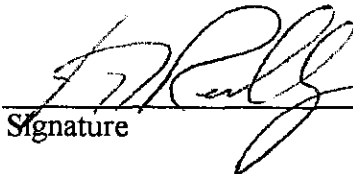
and to such other location as the receiving party may direct in writing.

USCC shall ensure bills and payments reference the specific TDS company name(s) for which traffic is being billed or paid (see Appendix A for company list).

SECTION XI  
MISCELLANEOUS

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.

**TDS TELECOMMUNICATIONS Corporation, as agent for the Missouri corporations listed on Appendix A**

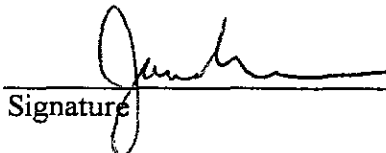
 5/19/00  
Signature (date)

Printed name and title:

Louis D. Reilly, III

Director - Carrier Relations

**U.S. Cellular Corporation**

 5-19-00  
Signature (date)

Printed name and title:

James Naumann

Director - Network Engineering

**Signature Page to Wireless Interconnection Agreement between TDS  
Telecommunications Corporation (Missouri Cos.) and U.S. Cellular Corporation  
relating to the exchange of Local Traffic.**

**APPENDIX A**  
**Local Transport and Termination Rates and Billing Procedures**

The parties shall reciprocally and symmetrically compensate one another for local traffic terminated to their respective customers at the rates set forth below:

<u>USCC and TDS TELECOM:</u>	<u>\$/MOU</u>
Orchard Farm Telephone Company	0.019655
New London Telephone Company	0.019540
The Stoutland Telephone Company	0.014760

TDS will obtain a monthly traffic distribution report from the tandem operator summarizing traffic originated by USCC and terminating to TDS. This report information will be used by TDS for billing USCC for traffic terminating to TDS. USCC may obtain a monthly traffic distribution report from the tandem operator summarizing traffic originated by TDS and terminated to USCC. This report information may be used by USCC for invoicing TDS for terminating traffic to USCC.

If USCC elects not to order a traffic report from the tandem operator, the parties agree to the following principles for billing terminating usage to one another:

1. TDS will bill for 100% of the traffic originated by USCC and terminated to TDS.
2. USCC will calculate estimated TDS terminating traffic to USCC using the following formulas by calendar year:
  - a. For 2000, bill TDS for 25% of MOU in 1. above.
  - b. For 2001 and thereafter, bill TDS for 30% of MOU in 1. above.

Either party may bill on a monthly, quarterly, semi-annual or annual basis.

The parties agree to accept the monthly traffic distribution report from the tandem operator as an accurate statement of traffic exchanged between the parties. Either party may perform an audit of the other party's billing information related to terminating minutes of use of the billed party. The parties agree that such audits will be performed no more than one time per calendar year. Each party shall bear its own expenses associated with such audit. The audits shall be conducted on the premises of the audited party during normal business hours.

Either party may elect to measure terminating local traffic through its own recording equipment and utilize these measurements in place of the traffic distribution reports from the tandem operator.

Transport and termination of non-local traffic will be billed per applicable access tariff.

STATE OF WISCONSIN )  
 )  
COUNTY OF DANE )

**AFFIDAVIT OF LOUIS REILLY**


Before me, the Undersigned Authority, on this 4th day of <sup>August</sup>~~July~~, 2000, personally appeared Louis Reilly of TDS Telecommunications Corporation who, upon being by me duly sworn on oath deposed and said the following:

1. My name is Louis Reilly. 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 Carrier Relations for TDS Telecommunications Corporation ("TDS") and have personal knowledge of the agreement between TDS and U.S. Cellular Corporation ("U.S. Cellular"). 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 ("the Agreement") by TDS and U.S. Cellular on May 19, 2000.
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 U.S. Cellular.
5. This Interconnection Agreement does not discriminate against any

ATTACHMENT II

telecommunications carrier. The terms of this agreement are available to any similarly situated provider in negotiating a similar agreement.

Further Affiant sayeth naught.

  
Louis Reilly  
Director - Carrier Relations

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

  
Notary Public