



**SDITC****South Dakota Independent  
Telephone Coalition, Inc.**

June 16, 1998

**Richard D. Coit**  
Executive Director  
rdsdite@sd.cybernex.netBill Bullard  
Public Utilities Commission  
500 East Capitol  
Pierre, SD 57501**RECEIVED**

JUN 16 1998

RE: Reciprocal Transport and Termination Agreements

**SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION**

Dear Bill:

Enclosed for Commission review pursuant to 47 U.S.C. § 252(e) are true and correct copies of "Reciprocal Transport and Termination Agreements" negotiated and entered into between CommNet Cellular, Inc. and the independent local exchange carriers ("LECs") listed below:

Fort Randall Telephone Company  
Jefferson Telephone Company  
Tri-County Telecom, Inc.

SDITC, on behalf of the above listed companies, is requesting Commission approval of each of the negotiated agreements. Each agreement is identical in its terms and conditions and the rates agreed upon are reflected in "Exhibit A" attached to each agreement. It should also be noted that the agreements are identical with respect to the included terms, conditions and rates to those that the Commission has approved in Dockets TC98-017 through TC98-052, TC98-097 and TC98-098.

The agreements have already been signed and are considered in effect by the parties. There was an urgency to get the agreements in effect as soon as possible, because, since US WEST in 1996 cancelled its LATA-wide cellular termination arrangements, no mechanism has been in place to provide for compensation between the parties. If through the Commission review process it is determined that changes to the agreements should be made and any such changes would have the affect of changing the rates or compensation provided for, the parties agree to make true-ups as necessary to comply with any Commission ordered changes.

Sincerely,



**Richard D. Coit**  
Executive Director and General Counsel

RDC: ms  
Enclosures

cc: Valerie Kendrick, CommNet Cellular, Inc.  
Bruce Hanson, Fort Randall Telephone Company  
Dick Connors, Jefferson Telephone Company  
John Pudwill, Tri-County Telecom, Inc.





LINE	ACCT	EXT	DESCRIPTION	TOTAL	COMMON	UNITED	TRANSLIST	INTRA STATE	LIMITED	SPECIAL	H & C	IX	OTHER
					LINE	WAY	INFORMATION	INFORMATION	PER	ACCESS			
LOCAL BUSINESS END USER													
541	6420	1131	LOCAL 8/0 PROCESSING	0	0	0	0	0	0	0	0	0	0
542	6420	1132	DESCRIPTION 8/0 PROC	0	0	0	0	0	0	0	0	0	0
543	6420	1133	LOCAL 8/0 PROCESSING	0	0	0	0	0	0	0	0	0	0
544	6420	1134	LOCAL 8/0 PROC	0	0	0	0	0	0	0	0	0	0
545	6420	1135	LOCAL 8/0 PROC	0	0	0	0	0	0	0	0	0	0
546	6420	1136	OTHER 8/0 PROCESSING	932	0	0	0	0	0	0	932	0	0
547	6420	1137	LOCAL 8/0 PROC	0	0	0	0	0	0	0	0	0	0
548	6420	1138	OTHER 8/0 PROCESSING	932	0	0	0	0	0	0	932	0	0
549	6420	1139	LOCAL 8/0 PROC	0	0	0	0	0	0	0	0	0	0
550	6420	1140	OTHER 8/0 PROCESSING	0	0	0	0	0	0	0	0	0	0
551	6420	1141	LOCAL 8/0 PROC	4,574	0	0	0	0	0	0	4,574	0	0
552	6420	1142	OTHER 8/0 PROC	0	0	0	0	0	0	0	0	0	0
553	6420	1143	LOCAL 8/0 PROC	0	0	0	0	0	0	0	0	0	0
554	6420	1144	OTHER 8/0 PROC	0	0	0	0	0	0	0	0	0	0
555	6420	1145	TOTAL RING-USER PAY & COLLECT	4,574	0	0	0	0	0	0	4,574	0	0
556	6420	1146	LOCAL 8/0 PROC	0	0	0	0	0	0	0	0	0	0
557	6420	1147	OTHER 8/0 PROC	2,012	0	0	0	0	0	0	2,012	0	0
558	6420	1148	LOCAL 8/0 PROC	0	0	0	0	0	0	0	0	0	0
559	6420	1149	OTHER 8/0 PROC	0	0	0	0	0	0	0	0	0	0
560	6420	1150	TOTAL RING-USER BILL INQUIRY	2,012	0	0	0	0	0	0	2,012	0	0
LOCAL BUSINESS IX													
561	6420	1151	8/0 PROC	522	215	106	215	0	0	0	0	0	0
562	6420	1152	LOCAL 8/0 PROC	0	0	0	0	0	0	0	0	0	0
563	6420	1153	TOTAL IX CARRIER 8/0 RING	522	215	106	215	0	0	0	0	0	0
564	6420	1154	PAY & COLLECT	252	98	51	153	0	0	0	0	0	0
565	6420	1155	LOCAL 8/0 PROC	0	0	0	0	0	0	0	0	0	0
566	6420	1156	OTHER 8/0 PROC	252	98	51	153	0	0	0	0	0	0
567	6420	1157	TOTAL IX CARRIER PAY & COLLECT	504	196	102	306	0	0	0	0	0	0
568	6420	1158	BILL INQUIRY	18	7	4	7	0	0	0	0	0	0
569	6420	1159	LOCAL 8/0 PROC	0	0	0	0	0	0	0	0	0	0
570	6420	1160	H & C BILL INQUIRY	0	0	0	0	0	0	0	0	0	0
571	6420	1161	OTHER 8/0 PROC	0	0	0	0	0	0	0	0	0	0
572	6420	1162	H & C BILL INQUIRY	0	0	0	0	0	0	0	0	0	0
573	6420	1163	LOCAL 8/0 PROC	0	0	0	0	0	0	0	0	0	0
574	6420	1164	OTHER 8/0 PROC	0	0	0	0	0	0	0	0	0	0
575	6420	1165	TOTAL LOCAL BUSINESS IX	8,310	309	161	327	0	0	0	7,518	0	0

3.5 "Local Traffic" for purposes of this Agreement means traffic which originates and terminates, based on the location of the wireless subscriber and landline end user, within the same CMRS LCA.

3.6 "Major Trading Area (MTA) is a geographic area established in Rand McNally's Commercial Atlas and Marketing Guide and used by the FCC in defining CMRS license boundaries for CMRS providers for purposes of Sections 251 and 252 of the Communications Act of 1934 as amended.

3.7 "Non-Local Traffic" is the completion of inter-MTA calls based on the location of the wireless subscriber and the land line end user and the completion of that roaming traffic, as defined in FCC 1st Order, par. 1043, to which switched access charges are applicable.

3.8 "Reciprocal Compensation Credit" for purposes of this Agreement and based on current traffic trends is a monetary credit for wireline to wireless traffic which is originated by a landline subscriber of Carrier and terminates to a subscriber of CMRS Provider within the LCA. Should traffic patterns change so that more wireless traffic is terminated by CMRS Provider than Carrier within a prescribed billing period, the reciprocal compensation credit shall be changed to reflect such difference.

3.9 "Transit Traffic" is traffic that originates from one provider's network, transits another telecommunication carrier's network, substantially unchanged, and terminates to yet another provider's network.

3.10 "Wireless Traffic" for purposes of this Agreement, means all calls in either direction between a user of CMRS Provider's CMRS (where CMRS Provider provides the wireless equivalent of dial tone to the user) and an end user served by Carrier.

4. Reciprocal Traffic Exchange Each Party shall reciprocally terminate wireless local traffic originating on each others network. Reciprocal traffic exchange addresses the exchange of wireless traffic between CMRS Provider subscribers and Carrier end users. Consistent with Carrier's current practice with CMRS Provider, either Party's wireless local traffic may be routed through an intermediary for interconnection with the other Party's system. Any such arrangement may be modified by a separate agreement if both Parties wish to provide for two-way direct interconnection. Reciprocal traffic exchange per this Agreement covers only transport and termination services provided for CMRS providers only in association with CMRS services. Other services, including any direct interconnect arrangement established between the parties, shall be covered by a separate contract, tariff or price list. The transport and termination services provided hereunder are intended for wireless to wireline or wireline to wireless, but not wireline to wireline communications. Such services will not be used to

terminate other types of traffic on Carrier's network (such as wireline originated traffic) and services used in violation hereof shall constitute a breach of this Agreement. In addition to any other remedies available, the Party whose services have been improperly used shall be entitled to recover the charges applicable to such traffic for the entire period of misuse. Any incidental services (e.g. directory assistance, operator services, etc.) will be billed at the standard rates for those services.

5. Local and Non-Local Traffic. This Agreement is intended to address the transport and termination of local wireless traffic between the Parties. Local wireless traffic is subject to only the local transport and termination charge(s) set forth below and is not subject to switched access charges. Non-local traffic is subject to either interstate or intrastate switched access charges, whichever is applicable.

Ancillary traffic which includes wireless traffic that is destined for ancillary services including, but not limited to, directory assistance, 911/E911, operator call termination (busy line interrupt and verify), 800/888, LIDB, and information services requiring special billing will be exchanged and charged in accordance with the appropriate tariffs, local or switched access.

CMRS Provider agrees that it shall not use the services provided by Carrier under this Agreement for the transport and termination of non-local wireless traffic. Any use of the services for non-local traffic shall constitute a breach of this Agreement and, with respect to such improper use, in addition to any other remedies available, Carrier shall be entitled to recover the charges applicable to such traffic for the entire period of misuse.

For billing purposes, if either Party is unable to classify on an automated basis traffic the local wireless traffic delivered by CMRS Provider as intrastate or interstate, CMRS Provider will provide Carrier with a Percent Interstate Use (PIU) factor, which represents the estimated interstate portion of intraMTA traffic delivered by CMRS Provider. The PIU factor will be provided and updated on a semi-annual basis to commence six (6) months after Commission approval of this Agreement.

6. Local Transport and Termination Rate. CMRS Provider and Carrier shall reciprocally and symmetrically compensate one another for wireless local traffic terminated to their end users. The rate(s) for the termination and transport of such traffic are as set forth in Exhibit A attached hereto. Carrier will be responsible for measuring the total monthly minutes of use terminating into its network from CMRS Provider's network. Measured usage begins when CMRS Provider's mobile switching office is signaled by the terminating end office that the call has been answered. Measured usage ends upon recognition by the mobile switching office of disconnection by the earlier of the Carrier's customer or the disconnection signal from the terminating end office. Carrier will only charge

BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE ESTABLISHMENT ) ORDER APPROVING  
OF SWITCHED ACCESS REVENUE ) REVENUE REQUIREMENT  
REQUIREMENT FOR MOBRIDGE )  
TELECOMMUNICATIONS COMPANY ) TC98-094

On May 1, 1998, Mobridge Telecommunications Company (Mobridge) filed for approval by the Public Utilities Commission (Commission) its 1997 Intrastate Switched Access Cost Study.

On May 7, 1998, the Commission electronically transmitted notice of the filing and the intervention deadline of May 22, 1998, to interested individuals and entities. On May 28, 1998, the Commission voted to assess a \$3,000 filing fee. Staff filed a memorandum on September 30, 1998, with the concurrence of the company, setting forth a recommended revenue requirement. The Commission considered this matter at its October 15, 1998, meeting.

The Commission has jurisdiction over this matter pursuant to SDCL 1-26-17.1, 49-1A-9, 49-31-12.4, 49-31-12.6, 49-31-18, 49-31-19 and ARSD 20:10.01:15.02, 20:10.01:15.05, 20:10.27.07 and 20:10.27.08. Upon review of Mobridge's filing, the Commission found that the revenue requirement as depicted in Staff's memorandum was fair and reasonable and should be approved. As the Commission's final decision in this matter, it is therefore

ORDERED that Mobridge's revenue requirement is hereby approved as filed and shall be incorporated in the Local Exchange Carriers Association's determination of switched access rates. (See TC98-090.)

Dated at Pierre, South Dakota, this 26<sup>th</sup> day of October, 1998.

CERTIFICATE OF SERVICE	
The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.	
By:	<u>Debra Koko</u>
Date:	<u>10/27/98</u>
(OFFICIAL SEAL)	

BY ORDER OF THE COMMISSION:

James A. Burg  
JAMES A. BURG, Chairman

Pam Nelson  
PAM NELSON, Commissioner

Laska Schoenfelder  
LASKA SCHOENFELDER, Commissioner

12. Liability Upon Termination. Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect for any act or omission occurring prior to the termination relating to an obligation which is expressly stated in this Agreement. The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination of this Agreement.

13. General Responsibilities of Parties. Each Party is responsible to provide facilities within its network which are necessary for routing and terminating traffic from the other Party's network.

14. Assignments, Successors and Assignees. Notwithstanding anything to the contrary contained herein, this Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their successors and assignees.

15. Force Majeure. Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control, including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, other major environmental disturbances or unusually severe weather conditions (collectively, a "Force Majeure Event").

16. No Third Party Beneficiaries. This Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege.

17. Notices. Notices given by one Party to the other Party under this Agreement shall be in writing to the addresses of the Parties set forth above and shall be (i) delivered personally; (ii) delivered by express delivery service; (iii) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested; or (iv) delivered by telecopy.

18. Governing Law. For all claims under this Agreement that are based upon issues within the jurisdiction of the FCC, the Parties agree that remedies for such claims shall be governed by the FCC and the Communications Act of 1934, as amended. For all claims under this Agreement that are based upon issues within the jurisdiction of the State Public Utilities Commission, the parties agree that the jurisdiction for all such claims shall be with such Commission, and the remedy for such claims shall be as provided for by such Commission. In all other respects, this Agreement shall be governed by the domestic laws of the state of South Dakota without reference to conflict of law provisions.



19. Entire Agreement: This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this 1st day of January, 1998.

"CMRS Provider" Comnet Cellular, Inc.  
(type company name)

By: *[Signature]*

"Carrier" Tri-County Telcom, Inc.  
(type company name)

By: *[Signature]*

Accent Communications	1877	\$0.030
Armour Independent Telephone Co	675	\$0.040
Baltic Telecom Coop	1483	\$0.035
Beresford Municipal Telephone	1199	\$0.035
Brookwater-Canisota Independent	935	\$0.035
Brookings Municipal Telephone	14,421	\$0.030
Cheyenne River Sioux Tribe Tel.	2558	\$0.030
East Plains Telecom, Inc.	1021	\$0.035
Fair Municipal Telephone	359	\$0.053
Fort Randall Telephone	4132	\$0.030
Golden West Telecommunications Coop.	13,812	\$0.030
Hanson Communications, Inc.	865	\$0.040
Hanson County Telephone Company	512	\$0.040
Heartland Communications, Inc.	1540	\$0.030
Interstate Telecommunications Coop.	8943	\$0.030
Intrastate Telephone Company, Inc.	6407	\$0.030
James Valley Coop. Telephone	2083	\$0.030
Jefferson Telephone Company	551	\$0.040
Kadoka Telephone Company	542	\$0.040
Kennecoc Telephone Company, Inc.	779	\$0.040
McCook Cooperative Telephone	739	\$0.040
Midstate Telephone Company	2804	\$0.030
Midnoge Telecommunications Company	2457	\$0.030
Mt. Rushmore Telephone Company	502	\$0.040
Roberts County Telephone Coop. Assoc.	485	\$0.055
RC Communications	1506	\$0.030
Sandborn Telephone Cooperative	2439	\$0.030
Sandcom, Inc.	2430	\$0.030
Sioux Valley Telephone Company	5247	\$0.030
Spiritrock Properties, Inc.	1576	\$0.030
Spiritrock Telecom Cooperative, Inc.	3904	\$0.030
State Line Telecommunications, Inc.	2294	\$0.030
Stockholm-Strandburg Telephone	713	\$0.040
Sully Buttes Telephone Cooperative	4077	\$0.030
Tri-County Telecom, Inc.	437	\$0.053
Union Telephone Company	1499	\$0.035
Valley Cable & Satellite Communications	1580	\$0.030
Valley Telecommunications Coop. Assoc.	2019	\$0.030
Venture Communications, Inc.	6791	\$0.030
Vivian Telephone Company	17827	\$0.030
West River Coop. Telephone Company	1536	\$0.030
West River Telecommunications Coop.	645	\$0.040
Western Telephone Company	1086	\$0.035

"Exhibit A"

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-TRANSIT TRAFFIC RATE  
(Per MOU per route mile) \$0.0005

- RECIPROCAL COMPENSATION CREDIT - CALCULATION

Multiply the total monthly local minutes of use of wireless traffic delivered from CMRS Provider's network for termination into Carrier's network by a factor of 0.17.

South Dakota  
Public Utilities Commission  
State Capitol 500 E. Capitol  
Pierre, SD 57501-5070  
Phone: (605) 773-3705  
Fax: (605) 773-3809

## TELECOMMUNICATIONS SERVICE FILINGS

These are the telecommunications service filings that the Commission has received for the period of:

06/12/98 through 06/18/98

If you need a complete copy of a filing faxed, overnight expressed, or mailed to you, please contact Delaine Kolbo within five days of this filing.

DOCKET NUMBER	TITLE/STAFF/SYNOPSIS	DATE FILED	INTERVENTION DEADLINE
<b>NEGOTIATED INTERCONNECTION AGREEMENT FILED</b>			
TC98-115	The South Dakota Independent Telephone Coalition filed, on behalf of Fort Randall Telephone Company and CommNet Cellular, Inc., for approval by the Commission the negotiated Reciprocal Transport and Termination Agreement between Fort Randall Telephone Company and CommNet Cellular, Inc. Any person wishing to comment on the parties' request for approval may do so by filing written comments with the Commission and the parties to the agreement no later than July 8, 1998. Parties to the agreement may file written responses to the comments no later than July 27, 1998.	06/16/98	Response Due 07/08/98
TC98-116	The South Dakota Independent Telephone Coalition filed, on behalf of Jefferson Telephone Company and CommNet Cellular, Inc., for approval by the Commission the negotiated Reciprocal Transport and Termination Agreement between Jefferson Telephone Company and CommNet Cellular, Inc. Any person wishing to comment on the parties' request for approval may do so by filing written comments with the Commission and the parties to the agreement no later than July 8, 1998. Parties to the agreement may file written responses to the comments no later than July 27, 1998.	06/16/98	Response Due 07/08/98
TC98-117	The South Dakota Independent Telephone Coalition filed, on behalf of Tri-County Telecom, Inc. and CommNet Cellular, Inc., for approval by the Commission the negotiated Reciprocal Transport and Termination Agreement between Tri-County Telecom, Inc. and CommNet Cellular, Inc. Any person wishing to comment on the parties' request for approval may do so by filing written comments with the Commission and the parties to the agreement no later than July 8, 1998. Parties to the agreement may file written responses to the comments no later than July 27, 1998.	06/16/98	Response Due 07/08/98

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**BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF SOUTH DAKOTA**

IN THE MATTER OF THE FILING BY SOUTH )  
DAKOTA INDEPENDENT TELEPHONE )  
COALITION FOR APPROVAL OF )  
RECIPROCAL TRANSPORT AND )  
TERMINATION AGREEMENT BETWEEN )  
COMMNET CELLULAR, INC. AND TRI- )  
COUNTY TELCOM, INC. )

ORDER APPROVING  
AGREEMENT

TC98-117

On June 16, 1998, the South Dakota Public Utilities Commission (Commission) received a filing from the South Dakota Independent Telephone Coalition (SDITC) seeking approval of a reciprocal transport and termination agreement between CommNet Cellular, Inc. and Tri-County Telcom, Inc. (Tri-County) pursuant to 47 U.S.C. §§ 252(a)(1) and 252(e).

On June 18, 1998, the Commission electronically transmitted notice of this filing to interested individuals and entities. The notice stated that any person wishing to comment on the parties' request for approval had until July 8, 1998, to do so. Parties to the agreement had until July 27, 1998, to file written responses to the comments. No parties filed comments.

At its duly noticed July 23, 1998, meeting, the Commission considered whether to approve the negotiated agreement between CommNet Cellular and Tri-County. Commission Staff recommended approval.

The Commission has jurisdiction over this matter pursuant to SDCL Chapter 49-31, and the Federal Telecommunications Act of 1996. Upon review of the agreement, the Commission found that, as required by 47 U.S.C. § 252(e)(2)(A), the agreement does not discriminate against a telecommunications carrier not a party to the agreement nor is the implementation of this agreement inconsistent with the public interest, convenience, and necessity. It is therefore

ORDERED, that pursuant to 47 U.S.C. § 252(e) the Commission approves the negotiated agreement.

Dated at Pierre, South Dakota, this 5<sup>th</sup> day of August, 1998.

<p><b>CERTIFICATE OF SERVICE</b></p> <p>The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.</p> <p>By: <u>Melanie Kachko</u></p> <p>Date: <u>8/6/98</u></p> <p style="text-align:center">(OFFICIAL SEAL)</p>
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BY ORDER OF THE COMMISSION:

James A. Burg  
JAMES A. BURG, Chairman

Pam Nelson  
PAM NELSON, Commissioner

Laska Schoenfelder  
LASKA SCHOENFELDER, Commissioner