



BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF SOUTH DAKOTA

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

In the Matter of the Application for Approval of an  
Interconnection Agreement Between Certain Local  
Exchange Carriers and Certain CMRS Providers  
Relating to Reciprocal Compensation

Docket No.: \_\_\_\_\_

JOINT PETITION FOR APPROVAL

Thirty-six (36) local exchange carriers identified on Exhibit A ("LECs") and three (3) commercial mobile radio services providers identified on Exhibit B ("CMRS Providers") have each voluntarily negotiated and entered into a Reciprocal Transport and Termination Agreement ("Agreement"). The terms and conditions of each Agreement are identical to the form of the template Agreement attached as Exhibit C. Pursuant to Section 252(e) of the Federal Telecommunications Act of 1996, the South Dakota Public Utilities Commission ("Commission") is requested to approve the Agreements.

1. The Commission is requested to approve the Agreements pursuant to Section 252(e)(1) of the Act, which provides:

(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. The Act provides very limited reasons for rejecting a voluntarily negotiated agreement, stating in relevant part:

(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 . . . .

3. A review of the Agreement demonstrates that it does not discriminate against a telecommunications carrier not a party, and its implementation is consistent with the public interest, convenience and necessity.

4. The Agreement is consistent with the public interest. The terms of the Agreement are equitable and commercially reasonable as demonstrated by the voluntary negotiations of the Parties. The Agreement will permit indirect interconnection and reciprocal compensation arrangements for the mutual exchange of traffic between each LEC and each CMRS Provider as required by Section 251(b)(5) of the Act and rules and regulations of the Federal Communications Commission ("FCC").

5. The applicable rates and charges for the transport and termination of traffic are set forth in Exhibit A to each Agreement. The Parties have agreed to a bundled symmetrical usage sensitive rate for the transport and termination of traffic based on the number of access lines served by each LEC. The schedule of rates is identical for the LECs and CMRS Providers and is summarized on Exhibit D to this Joint Petition. Although the actual rate for each LEC will vary based on differences in the number of access lines, the blended transport and termination rate will be the same for an individual LEC and each CMRS Provider. Said rates and charges were voluntarily negotiated and agreed to between the LECs and CMRS Providers.

6. The Parties submit there are no inconsistencies between the terms of the Agreement and any arbitration decisions of the Commission involving these Parties, since no arbitration proceedings were conducted by the Commission.

7. The Parties submit there is no likely impact on the rates or services of their respective end-user customers resulting from the Agreement. The CMRS Providers further note

that this Commission does not regulate the rates for its CMRS services pursuant to 47 U.S.C. § 332(e)(3)(A).

8. The Parties are not requesting Commission consideration of any arbitrated terms separate from the negotiated terms set forth in the Agreement.

9. The terms of the Agreements are consistent with applicable State law and rules and regulations of the Commission.

10. Because the Agreements were reached through negotiations, the Parties request the Commission issue an order approving the Agreements at the earliest possible date.

11. The Commission has previously approved a similar form of reciprocal compensation arrangement involving the LECs and GCC License L.L.C. by Orders dated May 23, 2000. The terms and conditions of the Agreements between the LECs and CMRS Providers are substantially the same as the form of agreement previously considered and approved by the Commission.

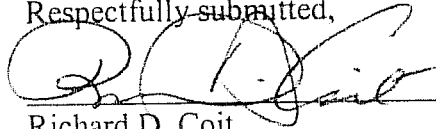
12. Because there are 108 signed identical Agreements and to avoid an unnecessary administrative or filing burden, the Parties are including with this filing a copy of the template Agreement setting forth the basic terms and conditions without the Parties' names filed as Exhibit C to this Petition.

13. The Parties certify that each LEC and each CMRS Provider identified on Exhibits A and B, respectively, has duly executed the form of the template Agreement utilizing the rates attached thereto. The Parties will undertake to file an executed copy of each of the 108 Agreements if requested by the Commission.

14. These Agreements have been fully negotiated and approved by the thirty-six (36) local exchange carriers and the three (3) CMRS Providers. The Parties respectfully request that the Commission approve all of the Agreements as referenced and described herein.

Dated: August 22<sup>d</sup>, 2001

Respectfully submitted,



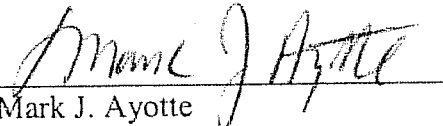
Richard D. Coit  
Executive Director and General Counsel  
South Dakota Independent Telephone Coalition, Inc  
P.O. Box 57  
Pierre, South Dakota 57501  
Telephone: (605) 224-7629

On behalf of Certain Local Exchange Carriers

and

BRIGGS AND MORGAN, P.A.

Dated: August 20, 2001

By   
Mark J. Ayotte

W-2200 First National Bank Building  
332 Minnesota Street  
Saint Paul, Minnesota 55101  
Telephone No. (651) 223-6561

Attorneys on behalf of CMRS Providers

## EXHIBIT A

### LOCAL EXCHANGE CARRIERS

Name	Address	City, State, Zip
Armour Independent Telephone Company	116 North Main Avenue P.O. Box 460	Hartford, SD 57033
Baltic Telecom Cooperative	501 Second Street P.O. Box 307	Baltic, SD 57003
Beresford Municipal Telephone Company	101 North Third Street	Beresford, SD 57004
Bridgewater-Camistota Independent Telephone	116 North Main Avenue P.O. Box 460	Hartford, SD 57033
Brookings Municipal Tele. Swiftel Communications	525 Western Avenue P.O. Box 588	Brookings, SD 57006
Cheyenne River Sioux Tribal Telephone Authority	P.O. Box 810	Eagle Butte, SD 57625
Dakota Community Telephone	29705 -- 453 <sup>rd</sup> Avenue P.O. Box 66	Irene, SD 57037-0066
East Plains Telecom, Inc.	501 Second Street P.O. Box 307	Baltic, SD 57003
Faith Municipal Telephone Company	206 Main Street P.O. Box 368	Faith, SD 57626
Fort Randall Telephone Company	722 West Highway #46	Wagner, SD 57751
Golden West Telecommunications Cooperative	415 Crown Street P.O. Box 411	Wall, SD 57790
Hanson County Telephone Company	431 Main Street P.O. Box 217	Alexandria, SD 57311
Interstate Telecommunications Cooperative, Inc.	312 West Fourth Street P.O. Box 920	Clear Lake, SD 57226
James Valley Cooperative Telephone	235 East First Avenue P.O. Box 260	Groton, SD 57445-0260
Jefferson Telephone Company	311 Main Street P.O. Box 128	Jefferson, SD 57038-0128
Kadoka Telephone Company	121 Main Street P.O. Box 220	Kadoka, SD 57543
Kennebec Telephone Company	209 South Main P.O. Box 158	Kennebec, SD 57544
McCook Cooperative Telephone Co	330 South Nebraska Street P.O. Box 630	Salem, SD 57058
Midstate Communications, Inc.	120 East First Street P.O. Box 48	Kimball, SD 57355
Mount Rushmore Telephone Company	P.O. Box 669	Keystone, SD 57751

RC Communications, Inc.	Main Street P.O. Box 196	New Effington, SD 57255
Roberts County Telephone Cooperative Assn.	Main Street P.O. Box 196	New Effington, SD 57255
Sanborn Telephone Cooperative	P.O. Box 67	Woonsocket, SD 57385
Sancom, Inc.	P.O. Box 67	Woonsocket, SD 57385
Sioux Valley Telephone Company	525 East Fourth Street P.O. Box 98	Dell Rapids, SD 57022
Splitrock Telecom Cooperative, Inc.	612 Third Street P.O. Box 349	Garretson, SD 57030
Splitrock Properties	612 Third Street P.O. Box 349	Garretson, SD 57030
Stockholm-Strandburg Telephone Co.	210 North Main Street P.O. Box 20	Stockholm, SD 57264
Sully Buttes Telephone Cooperative, Inc.	218 Commercial S.E. P.O. Box 157	Highmore, SD 57345
Tri-County Telecommunications, Inc.	202 North Third Street P.O. Box 304	Emery, SD 57332
Union Telephone Company	116 North Main Avenue P.O. Box 460	Hartford, SD 57033
Vasley Telecommunications Cooperative	102 Main Street South P.O. Box 7	Herreid, SD 57632
Vivian Telephone Co., dba Golden Vest Telecomm.	4150 Crown Street P.O. Box 411	Wall, SD 57790
West River Cooperative Telephone Company	801 Coleman Avenue P.O. Box 39	Bison, SD 57620-0039
West River Telecommunications Cooperative	P.O. Box 467	Hazen, ND 58545
Western Telephone Company	111 Ninth Avenue North P.O. Box 128	Faulkton, SD 57438

EXHIBIT B

CMRS PROVIDERS

Name	Address	City, State, Zip
Midwest Wireless Communications, LLC	2000 Technology Drive P.O. Box 4069	Mankato, MN 56002-4069
Rural Cellular Corporation	P.O. Box 2000	Alexandria, MN 56308
Wireless Alliance, LLC	3905 Dakota Street S.W.	Alexandria, MN 56308



## Reciprocal Transport and Termination Agreement

This Reciprocal Transport and Termination Agreement (the "Agreement") is entered into by and between \_\_\_\_\_ ("CMRS Provider") with offices at \_\_\_\_\_ and \_\_\_\_\_ ("Carrier") with offices at \_\_\_\_\_. CMRS Provider and Carrier are each individually a "Party" and are together the "Parties" to this Agreement.

WHEREAS, CMRS Provider is licensed by the Federal Communications Commission ("FCC") as a Commercial Mobile Radio Service provider. Carrier is a local exchange carrier holding a certificate of authority to provide telecommunications services in the State of South Dakota.

WHEREAS, the Parties currently extend arrangements to one another allowing for the transport and termination of wireline to wireless and wireless to wireline traffic over each other's network facilities, and between each other's subscribers.

WHEREAS, Carrier and CMRS Provider agree to exchange wireline to wireless and wireless to wireline traffic for the benefit of the Parties. Services provided by Carrier to CMRS Provider under this Agreement are provided pursuant to the receiving Party's status as a CMRS Provider.

WHEREAS, the Parties wish to put in place an arrangement for the mutual exchange and reciprocal compensation of local telecommunications traffic in accord with the Act, and which is intended to supersede any previous arrangements between the Parties relating to such traffic.

WHEREAS, the Parties also wish to establish an arrangement that compensates Carrier for transiting Traffic (when applicable) that originates on CMRS Provider's network and which terminates on a third carrier's network.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CMRS Provider and Carrier hereby agree as follows:

1. Scope. This Agreement addresses the Parties' reciprocal compensation obligations as described in § 251(b)(5) of the Act. If CMRS Provider elects to replace the existing form of indirect interconnection with a two-way or one-way direct connection, the Parties agree to negotiate a separate interconnection agreement related to the provisioning and compensation for such facilities. By this Agreement, neither Party waives any other rights it may have under the Act or rules of the FCC, under state statute, or pursuant to rules of the Commission. Such rights may include CMRS Provider's right to request unbundled network elements and a review of Carrier's rural telephone company exemption provided for under § 251(f)(1)(A) of the Act and Carrier's right to seek to maintain the rural exemption.

2. Interpretation and Construction. The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, regulations or guidelines that subsequently may be prescribed by any federal or state government authority. To the extent required by any such subsequently prescribed law, rule, regulation or guideline, the Parties agree to negotiate in

good faith toward an agreement to modify, in writing, any affected term and condition of this Agreement to bring them into compliance with such law, rule, regulation or guideline.

2.1 The Parties agree and understand that certain provisions in this Agreement are based on the FCC's First Report and Order, In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, rel. Aug. 8, 1996 ("FCC 1st Order") and the Second Report and Order and Memorandum Opinion and Order, In the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, rel. Aug. 8, 1996 ("FCC 2nd Order"). To the extent that certain of the rules contained in the FCC 1st Order and the FCC 2nd Order, or any other FCC Order adopted to implement the Act are ultimately deemed by the courts to be not effective, this Agreement shall be modified to comport with the final court decisions and subsequent FCC rules adopted to comply with the court's decisions.

2.2 The Parties further agree and understand that the rates for Transport and Termination agreed to, as set forth in Exhibit A hereto, have not been determined based on a specific costing methodology or company specific cost studies and that they may have to be adjusted when an appropriate costing methodology consistent with § 252(d)(2) of the Act is established and cost information or an acceptable cost proxy model which reasonably reflects the costs of providing the Local Transport and Termination services or Transit Services becomes available.

2.3 The Parties enter into this agreement without prejudice to any position they may take with respect to similar future agreements between the Parties or with respect to positions they may have taken previously, or may take in the future in any legislative, regulatory or other public forum addressing any matters, including matters related to the rates to be charged for transport and termination of local traffic or the types of arrangements prescribed by this Agreement.

### 3. Definitions.

3.1 "Act" means the Communications Act of 1934 (47 U.S.C. 151 et seq.), as amended, including the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC.

3.2 "CMRS" or "Commercial Mobile Radio Service" is as defined in the Act and the duly authorized rules and regulations of the FCC.

3.3 "Commission" means the South Dakota Public Utilities Commission.

3.4 "Local Calling Area" (LCA) means a geographic area defined by the MTA within which CMRS Provider provides CMRS services where local transport and termination rates apply as set forth in the FCC 1st Order and regulations promulgated thereunder.

3.5 "Local Traffic" means the completion of wireless to wireline and wireline to wireless Traffic which originates and terminates within the LCA based on the location

of the connecting cell site serving the wireless subscriber and the central office for landline end-user.

3.6 "Major Trading Area" (MTA) means 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 Act.

3.7 "MOU" means a minute of use.

3.8 "Non-Local Traffic" means the completion of interMTA calls based on the location of the connecting cell site serving the wireless subscriber and the central office for the landline end-user and the completion of interMTA roaming traffic, as defined in FCC 1st Order, par. 1043, to which switched access charges are applicable.

3.9 "Reciprocal Compensation Credit" for purposes of this Agreement and based on current traffic trends means 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.

3.10 "Traffic" means all Local Traffic and Non-Local Traffic that originates on one Party's network, and terminates on the other Party's network.

3.11 "Transit Traffic" means any Traffic that originates from one telecommunications carrier's network, transits Carrier's network substantially unchanged, and terminates to yet another telecommunications carrier other than Carrier.

3.12 "Transit Services" means the provision of transport facilities by Carrier that provide a transport function for Traffic originating from CMRS Provider and terminating to a telecommunications carrier other than Carrier.

3.13 "Termination" or "Terminate" means the switching of Local Traffic at the terminating carrier's end-office switch, or functionally equivalent facility, and the delivery of such Traffic to the called party.

3.14 "Transport" means the transmission and any necessary tandem switching by a Party of Local Traffic from the point of interconnection between the Parties to the terminating carrier's end-office switch or functionally equivalent facility that directly serves the called party.

4. Reciprocal Traffic Exchange. Each Party shall reciprocally Transport and Terminate on its network Traffic originating on the other Party's network. Reciprocal Traffic exchange addresses the exchange of Traffic between CMRS Provider's subscribers and Carrier's end-users and any Transit Services which may be provided by Carrier for Transit Traffic. Consistent with Carrier's current practice with CMRS Provider, either Party's Traffic may be routed through an intermediary for interconnection with the other Party's system. Reciprocal Traffic exchange per this Agreement covers only Transport and Termination services or Transit Services provided 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 or Transit 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 Traffic between the Parties and Transit Services to the extent applicable. Local Traffic is subject to the local Transport and Termination MOU charge set forth on Exhibit A and is not subject to switched access charges. Non-Local Traffic is subject to either Carrier's interstate or intrastate tariffed switched access charges and terms and conditions, whichever is applicable. Transit Traffic is subject to the provisions described in Section 7 below.

5.1 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.

5.2 For billing purposes, if either Party is unable to classify on an automated basis the Traffic delivered by CMRS Provider as Local Traffic or Non-Local Traffic, CMRS Provider will provide Carrier with a Percent Interstate Use (PIU) factor, which represents the estimated portion of interMTA 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 Local Traffic terminated to their respective subscribers and end-user customers. The MOU rate for the Termination and Transport of such Local Traffic is 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 Carrier's 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 CMRS Provider for actual measured minutes of use and/or fractions thereof of completed calls. Minutes of use will be aggregated at the end of the billing cycle and rounded to the nearest whole minute. The Party collecting revenues shall be responsible for reporting and remitting all applicable taxes associated therewith.

7. Transit Services. If Carrier performs Transit Services, CMRS Provider shall compensate Carrier for originated Transit Traffic at the Transit Rate set forth on Exhibit A. Any

billing to CMRS Provider for Transit Services shall be limited to the intermediate Transit Services from Carrier to the terminating telecommunications carrier. Carrier shall separately identify the amount of usage associated with Transit Traffic on any billing to CMRS Provider. Upon written request, Carrier shall provide to CMRS Provider the identity of the terminating carrier, the exchanges and route miles associated with any Transit Services which may be provided under this Agreement.

8. De Minimus Traffic. In the event the Traffic terminated on the Parties' respective networks is de minimus such that the total MOU for which either Party is entitled to compensation is less than 3,000 MOU for a three month period (or 1,000 MOU for a one month period if Carrier or CMRS Provider bills monthly), the Parties agree that the only compensation for such Traffic will be in the form of the reciprocal Transport and Termination services provided by the other Party, and no billings will be issued by either Party.

9. Reciprocal Compensation Credit. If CMRS Provider is unable to determine the amount of wireline to wireless Traffic it terminates from Carrier, the monthly minutes of use terminated into CMRS Provider's network from Carrier's network for purposes of this Agreement will be used to determine the Reciprocal Compensation Credit due CMRS Provider, which will be calculated using the formula set forth in Exhibit A.

9.1 The resulting number shall be multiplied by the MOU rate to determine the monthly Reciprocal Compensation Credit. The Reciprocal Compensation Credit for the Transport and Termination will appear on the monthly bill issued by Carrier as a credit against amounts due and payable from CMRS Provider to Carrier.

9.2 Should Traffic patterns change so that more wireline to wireless Traffic is being terminated by CMRS Provider, the Reciprocal Compensation Credit shall be changed to reflect such difference. The amended Reciprocal Compensation Credit shall be based on the results of a Traffic study conducted for a representative sample of calls within the Carrier's service area. If the Parties are unable to reach agreement on the adequacy of the sample, the methodology for the Traffic study, or the appropriate percentages to be used, either Party may request resolution of the dispute by the Commission.

10. Billing and Collection Fees. Carrier shall bill CMRS Provider on either a monthly or quarterly basis for services provided under this Agreement in accordance with the MOU rate set forth on Exhibit A. Carrier shall include sufficient detail in its invoices to enable CMRS Provider to reasonably verify the accuracy of the usage and charges. CMRS Provider shall pay such invoices within thirty (30) days of receipt of the statement. In the event of a dispute over the amount of the invoice, CMRS Provider shall pay the undisputed portion and shall not be required to pay the disputed portion pending an investigation and resolution of the dispute.

10.1 In the event CMRS Provider elects to measure the wireline to wireless Traffic terminated to it by Carrier, CMRS Provider will directly invoice Carrier for such Traffic applying the MOU rate contained in Exhibit A rather than utilizing the Reciprocal Compensation Credit in Section 8. The billing and payment provisions and time periods

set forth in this Section 9 shall apply if CMRS Provider elects to direct bill Carrier. In addition, CMRS Provider shall notify Carrier that it intends to direct bill for terminated Traffic at least sixty (60) days in advance of the first bill.

11. Effective Date. This Agreement is subject to approval by the Commission. CMRS Provider and Carrier will work cooperatively to take all steps necessary and proper to expeditiously prosecute a joint application before the Commission seeking approval of this Agreement. Each Party shall be responsible for their own costs and expenses incurred in obtaining approval of this Agreement from the Commission.

12. Term. Subject to the termination provisions contained in this Agreement, the term of this Agreement shall be one (1) year from the effective date and shall continue in effect for consecutive one (1) year terms until either Party gives the other Party at least ninety (90) days written notice of termination, which termination shall be effective at the end of the notice period.

13. Termination Upon Default. Either Party may terminate this Agreement in whole or in part in the event of a default by the other Party, provided however, that the non-defaulting Party notifies the defaulting Party in writing of the alleged default and that the defaulting Party does not cure the alleged default within thirty (30) calendar days of receipt of written notice thereof.

14. 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.

15. General Responsibilities of Parties. Each Party is responsible to provide facilities within its respective network which are necessary for routing and terminating Traffic to and from the other Party's network. If a Party makes a change in its network which may materially affect the exchange of Traffic under this Agreement, the Party making the change shall provide at least ninety (90) days advance written notice of the nature of the change and when the change will occur.

16. Assignments, Successors and Assignees. A Party may not assign or transfer this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, 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 this Agreement. The Agreement shall be binding upon and inure to the benefit of the Parties hereto and their lawful successors and assigns.

17. Confidentiality. The Parties to this Agreement recognize they or their authorized representatives may come into possession of confidential and/or proprietary data about each

other's business or networks as a result of this Agreement. Each Party agrees to treat all such data and information as strictly confidential and to use such data and information only for the purpose of performance under this Agreement. Each Party agrees not to disclose data or information about the other Party's business without first securing the written consent of the Party, unless such disclosure is required by lawful subpoena or court order.

18. Business Records. Each Party is responsible for the accuracy of its data as submitted to the other Party. Upon reasonable notice, each Party or its authorized representative shall have the right to conduct an on-premise review of the relevant data possessed by the other Party to assure compliance with the provisions of this Agreement. The review will consist of any examination and verification of data involving records, systems, procedures and other information related to the services performed by either Party as it relates to charges or payments made in connection with this Agreement. Each Party's right to access information for a verification review purpose is limited to data not in excess of twelve (12) months in age. A Party's right to request a review is limited to once every twelve (12) months. The Party requesting a verification review shall fully bear its own costs associated with conducting the review. The Party being reviewed will provide reasonable access to necessary and applicable information at no charge to the reviewing Party during normal business hours.

19. 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 reasonable 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").

20. No Third Party Beneficiaries. This Agreement does not provide any person not a party, assignee or successor to this Agreement and shall not be construed to provide any such third parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege.

21. 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. Any such notice given under this Agreement shall be effective upon the receipt of the Party. Any Party may specify a different address by notifying the other Party in writing of such different address in the manner provided in this Section.

22. Governing Law. For all claims under this Agreement that are based upon issues within the jurisdiction of the FCC or governed by federal law, the Parties agree that remedies for such claims shall be governed by the FCC and the Act. For all claims under this Agreement that are based upon issues within the jurisdiction of the Commission or governed by state law, 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.

23. 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.

24. Amendments. This Agreement may not be modified or amended other than by a written instrument executed by both Parties. Any amendment, modification or supplement to this Agreement shall be filed with the Commission and approved by the Commission as may be required by applicable law.

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

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

"CMRS Provider" \_\_\_\_\_  
(type company name)

By: \_\_\_\_\_

"Carrier" \_\_\_\_\_  
(type company name)

By: \_\_\_\_\_



## EXHIBIT A

### Transport and Termination Rate

1. The Transport and Termination for Local Traffic under the Agreement shall be based on usage sensitive rate multiplied by the total minutes of use according to the following schedule.

<u>Number of Access Lines for Carrier</u>	<u>MOU Rate</u>
0-500 lines	\$.050
501 to 900 lines	\$.038
901 to 1,500 lines	\$.033
1,501 lines or more	\$.028

2. Carrier shall provide written notice to CMRS Provider upon the effective date of the Agreement setting forth its total number of access lines and the basis of said calculation for purposes of determining the applicable MOU Rate. On or before May 1 of each year thereafter, Carrier shall provide to CMRS Provider written notice to update its total number of access lines and the basis of said calculation. Any dispute between the Parties concerning the number of Carrier access lines shall be resolved by the Commission.

### Reciprocal Compensation Credit – Calculation

1. The minutes of use of wireline to wireless Traffic for purposes of the Reciprocal Compensation Credit shall be calculated by multiplying the total monthly minutes of use of wireless to wireline Traffic delivered from CMRS Provider's network for termination into Carrier's network by a factor of 0.17.

### Transit Traffic Rate

1. \$0.0005 per MOU per route mile

## EXHIBIT D

### SUMMARY OF RATE SCHEDULE

1. The Transport and Termination for Local Traffic under the Agreement shall be based on a usage sensitive rate multiplied by the total minutes of use according to the following schedule.

<u>Number of Access Lines for Carrier</u>	<u>MOU Rate</u>
0-500 lines	\$0.050
501 to 900 lines	\$0.038
901 to 1,500 lines	\$0.033
1,501 lines or more	\$0.028

2. Carrier shall provide written notice to CMRS Provider upon the effective date of the Agreement setting forth its total number of access lines and the basis of said calculation for purposes of determining the applicable MOU Rate. On or before May 1 of each year thereafter, Carrier shall provide to CMRS Provider written notice to update its total number of access lines and the basis of said calculation. Any dispute between the Parties concerning the number of Carrier access lines shall be resolved by the Commission.

3. The minutes of use of wireline to wireless Traffic for purposes of the Reciprocal Compensation Credit shall be calculated by multiplying the total monthly minutes of use of wireless to wireline Traffic delivered from CMRS Provider's network for termination into Carrier's network by a factor of 0.17.

4. Transit Traffic Rate-\$0.0005 per MOU per route mile

August 22, 2001

**Richard D. Coit**  
Executive Director  
richcoit@sditc.org  
<http://www.sditc.org>

Ms. Debra Elofson  
Executive Director  
South Dakota Public Utilities Commission  
State Capitol Building  
500 East Capitol Ave.  
Pierre, SD 57501

RE: Joint Petition for Approval of Reciprocal Transport and  
Termination Agreements

Dear Ms. Elofson:

Enclosed for filing with the Commission are the original and ten (10) copies of a Joint Petition for Approval being submitted by SDITC, on behalf of its member local exchange carriers, and Midwest Wireless Communications, LLC, Rural Cellular Corporation and Wireless Alliance LLC. The Petition seeks Commission approval pursuant to 47 U.S.C. § 252(e) of certain Reciprocal Transport and Termination Agreements executed between all of the companies.

Please file and distribute the Joint Petition as necessary.

Thank you for your assistance.

Sincerely,



Richard D. Coit  
Executive Director and General Counsel

CC: Mark Ayotte, Attny

RECEIVED

AUG 22 2001

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

South Dakota Public Utilities Commission

**WEEKLY FILINGS**

For the Period of August 16, 2001 through August 22, 2001

If you need a complete copy of a filing faxed, overnight expressed, or mailed to you, please contact Delaine Kolbo within five business days of this filing. Phone: 605-773-3705 Fax: 605-773-3809

**CONSUMER COMPLAINTS**

**CE01-002** In the Matter of the Complaint filed by Dale Riedlinger, Sioux Falls, South Dakota, against Xcel Energy Regarding Poor Maintenance Service.

Complainant states that on or about May 21, 2001, Xcel Energy had a tree trimming company come to their area of town and trim trees. Complainant states that when the company trimmed their tree in the front yard of their home, the tree was destroyed by cutting the tree half off. Complainant states that there are only two customers in his neighborhood that do not have buried cable. Complainant inquired about the line being buried and was told that he would have to pay \$7,500.00. Complainant states that Xcel Energy does not have an easement to have the utility pole on his property. Complainant requests that Xcel Energy bury their lines at no cost or a reasonable cost to the customer. Complainant does not feel he should replace his tree because he believes that the problem will occur again when the tree trimming service happens again.

Staff Analyst: Mary Healy  
Staff Attorney: Kelly Frazier  
Date Docketed: 08/20/01  
Intervention Deadline: N/A

**TELECOMMUNICATIONS**

**TC01-111** In the Matter of the Request of Baltic Telecom Cooperative and East Plains Telecom, Inc. for Certification Regarding its Use of Federal Universal Service Support.

The purpose of this filing is to provide information constituting Baltic Telecom Cooperative and its subsidiary East Plains Telecom, Inc.'s plan for the use of its federal universal service support and to otherwise verify that Baltic Telecom Cooperative and its subsidiary East Plains Telecom, Inc. will use all federal universal service support received in a manner that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best  
Staff Attorney: Karen Cremer  
Date Docketed: 08/16/01  
Intervention Deadline: 08/31/01

**TC01-112** In the Matter of the Request of Cheyenne River Sioux Tribe Telephone Authority for Certification Regarding its Use of Federal Universal Service Support.

The purpose of this filing is to provide information constituting Cheyenne River Sioux Tribe Telephone Authority's plan for the use of its federal universal service support and to otherwise verify that Cheyenne River Sioux Tribe Telephone Authority will use all federal universal service support received in a manner that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best  
Staff Attorney: Karen Cremer  
Date Docketed: 08/17/01  
Intervention Deadline: 08/31/01

Staff Analyst: Harlan Best  
Staff Attorney: Karen Cremer  
Date Docketed: 08/20/01  
Intervention Deadline: 08/31/01

**TC01-118 In the Matter of the Request of Kadoka Telephone Company for Certification Regarding its Use of Federal Universal Service Support.**

The purpose of this filing is to provide information constituting Kadoka Telephone Company's plan for the use of its federal universal service support and to otherwise verify that Kadoka Telephone Company will use all federal universal service support received in a manner that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best  
Staff Attorney: Karen Cremer  
Date Docketed: 08/20/01  
Intervention Deadline: 08/31/01

**TC01-119 In the Matter of the Request of Valley Telephone Company for Certification Regarding its Use of Federal Universal Service Support.**

The purpose of this filing is to provide information constituting Valley Telephone Company's plan for the use of its federal universal service support and to otherwise verify that Valley Telephone Company will use all federal universal service support received in a manner that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best  
Staff Attorney: Karen Cremer  
Date Docketed: 08/20/01  
Intervention Deadline: 08/31/01

**TC01-120 In the Matter of the Request of Mount Rushmore Telephone Company and Fort Randall Telephone Company for Certification Regarding its Use of Federal Universal Service Support.**

The purpose of this filing is to provide information constituting Mt. Rushmore Telephone Company and Fort Randall Telephone Company's plan for the use of its federal universal service support and to otherwise verify that Mt. Rushmore Telephone Company and Fort Randall Telephone Company will use all federal universal service support received in a manner that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best  
Staff Attorney: Karen Cremer  
Date Docketed: 08/20/01  
Intervention Deadline: 08/31/01

**TC01-121 In the Matter of the Request of Sanborn Telephone Cooperative, Inc. and SANCOM, Inc. for Certification Regarding its Use of Federal Universal Service Support.**

The purpose of this filing is to provide information constituting Sanborn Telephone Cooperative, Inc./Sancom, Inc.'s plan for the use of its federal universal service support and to otherwise verify that Sanborn Telephone

Cooperative will use all federal universal service support received in a manner that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best  
Staff Attorney: Karen Cremer  
Date Docketed: 08/20/01  
Intervention Deadline: 08/31/01

**TC01-126 In the Matter of the Request of West River Telecommunications Cooperative (Mobridge) for Certification Regarding its Use of Federal Universal Service Support.**

The purpose of this filing is to provide information constituting West River Telecommunications Cooperative's (Mobridge) plan for the use of its federal universal service support and to otherwise verify that West River Telecommunications Cooperative (Mobridge) will use all federal universal service support received in a manner that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best  
Staff Attorney: Karen Cremer  
Date Docketed: 08/20/01  
Intervention Deadline: 08/31/01

**TC01-127 In the Matter of the Request of Midstate Communications, Inc. for Certification Regarding its Use of Federal Universal Service Support.**

The purpose of this filing is to provide information constituting Midstate Communications, Inc.'s plan for the use of its federal universal service support and to otherwise verify that Midstate Communications, Inc. will use all federal universal service support received in a manner that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best  
Staff Attorney: Karen Cremer  
Date Docketed: 08/20/01  
Intervention Deadline: 08/31/01

**TC01-128 In the Matter of the Request of Tri-County Telecom, Inc. for Certification Regarding its Use of Federal Universal Service Support.**

The purpose of this filing is to provide information constituting Tri-County Telecom, Inc.'s plan for the use of its federal universal service support and to otherwise verify that Tri-County Telecom, Inc. will use all federal universal service support received in a manner that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best  
Staff Attorney: Karen Cremer  
Date Docketed: 08/20/01  
Intervention Deadline: 08/31/01

**TC01-129 In the Matter of the Request of McCook Cooperative Telephone Company for Certification Regarding its Use of Federal Universal Service Support.**

The purpose of this filing is to provide information constituting McCook Cooperative Telephone Company's plan for the use of its federal universal service support and to otherwise verify that McCook Cooperative Telephone

The purpose of this filing is to provide information constituting Sioux Valley Telephone Company's plan for the use of its federal universal service support and to otherwise verify that Sioux Valley Telephone Company will use all federal universal service support received in a manner that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best  
Staff Attorney: Karen Cremer  
Date Docketed: 08/21/01  
Intervention Deadline: 08/31/01

**TC01-134 In the Matter of the Request of Dickey Rural Telephone Cooperative for Certification Regarding its Use of Federal Universal Service Support.**

The purpose of this filing is to provide information constituting Dickey Rural Telephone Cooperative's plan for the use of its federal universal service support and to otherwise verify that Dickey Rural Telephone Cooperative will use all federal universal service support received in a manner that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best  
Staff Attorney: Karen Cremer  
Date Docketed: 08/22/01  
Intervention Deadline: 08/31/01

**TC01-135 In the Matter of the Request of Dickey Rural Communications, Inc. for Certification Regarding its Use of Federal Universal Service Support.**

The purpose of this filing is to provide information constituting Dickey Rural Communications, Inc.'s plan for the use of its federal universal service support and to otherwise verify that Dickey Rural Communications, Inc. will use all federal universal service support received in a manner that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best  
Staff Attorney: Karen Cremer  
Date Docketed: 08/22/01  
Intervention Deadline: 08/31/01

**TC01-136 In the Matter of the Request of Farmers Mutual Telephone Company for Certification Regarding its Use of Federal Universal Service Support.**

The purpose of this filing is to provide information constituting Farmers Mutual Telephone Company's plan for the use of its federal universal service support and to otherwise verify that Farmers Mutual Telephone Company will use all federal universal service support received in a manner that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best  
Staff Attorney: Karen Cremer  
Date Docketed: 08/22/01  
Intervention Deadline: 08/31/01

**TC01-137 In the Matter of the Request of RT Communications, Inc. for Certification Regarding its Use of Federal Universal Service Support.**

The purpose of this filing is to provide information constituting RT Communications, Inc.'s plan for the use of its

Staff Analyst: Harlan Best  
Staff Attorney: Karen Cremer  
Date Docketed: 08/22/01  
Intervention Deadline: 08/31/01

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

IN THE MATTER OF THE FILING OF A JOINT )  
PETITION FOR APPROVAL OF RECIPROCAL )  
TRANSPORT AND TERMINATION )  
AGREEMENTS BETWEEN CERTAIN LOCAL )  
EXCHANGE CARRIERS AND CERTAIN CMRS )  
PROVIDERS )

ORDER APPROVING  
AGREEMENTS

TC01-138

On August 22, 2001, the South Dakota Independent Telephone Coalition filed for approval by the South Dakota Public Utilities Commission (Commission) reciprocal transport and termination agreements between certain local exchange carriers and certain CMRS providers. A list of the local exchange carriers marked as Exhibit A and a list of the CMRS providers marked as Exhibit B are attached to this order.

On August 23, 2001, 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 September 11, 2001, to do so. No comments were filed.

At its duly noticed October 10, 2001, meeting, the Commission considered whether to approve the agreements between the local exchange carriers and the CMRS providers. Commission Staff reviewed each of the agreements. Commission Staff recommended approval.

The Commission has jurisdiction over this matter pursuant to SDCL Chapter 49-31, and the Federal Telecommunications Act of 1996. In accordance with 47 U.S.C. § 252(e)(2), the Commission found that the agreements do not discriminate against a telecommunications carrier that is not a party to the agreements and the agreements are consistent with the public interest, convenience, and necessity. The Commission unanimously voted to approve the agreements. It is therefore

ORDERED, that the Commission approves the agreements.

Dated at Pierre, South Dakota, this 18th day of October, 2001.

<b>CERTIFICATE OF SERVICE</b>
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>Delaine Kelbo</u>
Date <u>10/19/01</u>
(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

James A. Burg  
JAMES A. BURG, Chairman

Pam Nelson  
PAM NELSON, Commissioner

**EXHIBIT A**

**LOCAL EXCHANGE CARRIERS**

<b>Name</b>	<b>Address</b>	<b>City, State, Zip</b>
Armour Independent Telephone Company	116 North Main Avenue P.O. Box 460	Hartford, SD 57033
Baltic Telecom Cooperative	501 Second Street P.O. Box 307	Baltic, SD 57003
Beresford Municipal Telephone Company	101 North Third Street	Beresford, SD 57004
Bridgewater-Canistota Independent Telephone	116 North Main Avenue P.O. Box 460	Hartford, SD 57033
Brookings Municipal Tele./Swiftel Communications	525 Western Avenue P.O. Box 588	Brookings, SD 57006
Cheyenne River Sioux Tribal Telephone Authority	P.O. Box 810	Eagle Butte, SD 57625
Dakota Community Telephone	29705 – 453 <sup>rd</sup> Avenue P.O. Box 66	Irene, SD 57037-0066
East Plains Telecom, Inc.	501 Second Street P.O. Box 307	Baltic, SD 57003
Faith Municipal Telephone Company	206 Main Street P.O. Box 368	Faith, SD 57626
Fort Randall Telephone Company	722 West Highway #46	Wagner, SD 57751
Golden West Telecommunications Cooperative	415 Crown Street P.O. Box 411	Wall, SD 57790
Hanson County Telephone Company	431 Main Street P.O. Box 217	Alexandria, SD 57311
Interstate Telecommunications Cooperative, Inc.	312 West Fourth Street P.O. Box 920	Clear Lake, SD 57226
James Valley Cooperative Telephone	235 East First Avenue P.O. Box 260	Groton, SD 57445-0260
Jefferson Telephone Company	311 Main Street P.O. Box 128	Jefferson, SD 57038-0128
Kadoka Telephone Company	121 Main Street P.O. Box 220	Kadoka, SD 57543
Kennebec Telephone Company	209 South Main P.O. Box 158	Kennebec, SD 57544
McCook Cooperative Telephone Co.	330 South Nebraska Street P.O. Box 630	Salem, SD 57058
Midstate Communications, Inc.	120 East First Street P.O. Box 48	Kimball, SD 57355
Mount Rushmore Telephone Company	P.O. Box 669	Keystone, SD 57751

RC Communications, Inc.	Main Street P.O. Box 196	New Effington, SD 57255
Roberts County Telephone Cooperative Assn.	Main Street P.O. Box 196	New Effington, SD 57255
Sanborn Telephone Cooperative	P.O. Box 67	Woonsocket, SD 57385
Sancom, Inc.	P.O. Box 67	Woonsocket, SD 57385
Sioux Valley Telephone Company	525 East Fourth Street P.O. Box 98	Dell Rapids, SD 57022
Splitrock Telecom Cooperative, Inc.	612 Third Street P.O. Box 349	Garretson, SD 57030
Splitrock Properties	612 Third Street P.O. Box 349	Garretson, SD 57030
Stockholm-Strandburg Telephone Co.	210 North Main Street P.O. Box 20	Stockholm, SD 57264
Sully Buttes Telephone Cooperative, Inc.	218 Commercial S.E. P.O. Box 157	Highmore, SD 57345
Tri-County Telecommunications, Inc.	202 North Third Street P.O. Box 304	Emery, SD 57332
Union Telephone Company	116 North Main Avenue P.O. Box 460	Hartford, SD 57033
Valley Telecommunications Cooperative	102 Main Street South P.O. Box 7	Herreid, SD 57632
Vivian Telephone Co., dba Golden Vest Telecomm.	4150 Crown Street P.O. Box 411	Wall, SD 57790
West River Cooperative Telephone Company	801 Coleman Avenue P.O. Box 39	Bison, SD 57620-0039
West River Telecommunications Cooperative	P.O. Box 467	Hazen, ND 58545
Western Telephone Company	111 Ninth Avenue North P.O. Box 128	Faulkton, SD 57438

EXHIBIT B

CMRS PROVIDERS

Name	Address	City, State, Zip
Midwest Wireless Communications, LLC	2000 Technology Drive P.O. Box 4069	Mankato, MN 56002-4069
Rural Cellular Corporation	P.O. Box 2000	Alexandria, MN 56308
Wireless Alliance, LLC	3905 Dakota Street S.W.	Alexandria, MN 56308