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June 13, 2003

Mr. Robert W. Kehres
Acting Executive Secretary
and Director, Regulatory Affairs Division
Michigan Public Service Commission
6545 Mercantile Way
PO Box 30221
Lansing, MI 48909

Re: In Re the request for Commission approval of an Interconnection and Reciprocal
Compensation Agreement for Commercial Mobile Radio Service between AT&T
Wireless Services, Inc. and Buckeye TeleSystem, Inc.
MPSC Case No. U-13809

Dear Mr. Kehres:

Enclosed for filing please find an original and four (4) copies of the Joint Application of
AT&T Wireless Services, Inc. and Buckeye TeleSystem, Inc. in the above-captioned proceeding.
Proof of Service upon the parties of record is also enclosed. These documents have been filed
electronically with the Michigan Public Service Commission's Electronic Case Filing System.

Very truly yours,

CLARK HILL PLC

Haran C. Rashes

/hcr
Enclosures

cc: Mr. Thomas Dawson
Ms. Jill Mounsey

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STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

* * * * *

In Re the request for Commission approval of)
an Interconnection and Reciprocal)
Compensation Agreement for Commercial)
Mobile Radio Service between AT&T Wireless)
Services, Inc. and Buckeye TeleSystem, Inc.)

Case No. U-13809

JOINT APPLICATION

AT&T Wireless Services, Inc. and Buckeye TeleSystem, Inc. hereby jointly apply to the Michigan Public Service Commission (“Commission”), pursuant to Section 203(1) of the Michigan Telecommunications Act (“MTA”)¹ and Section 252(e)(1) of the Telecommunications Act of 1996 (the “Act”),² for approval of an Interconnection and Reciprocal Compensation Agreement for Commercial Mobile Radio Service (the “Agreement”). In support of this Joint Application, AT&T Wireless Services, Inc. and Buckeye TeleSystem, Inc. state as follows:

1. AT&T Wireless Services, Inc. provides Commercial Mobile Radio Service (“CMRS”) in the Michigan Major Trading Area pursuant to Section 332 of the Act³ and other applicable laws.

2. Buckeye TeleSystem, Inc. is competitive local exchange carrier licensed to provide basic local exchange service within a local exchange service area consisting of a portion of the Lambertville Exchange in which Contel of the South, Inc., d/b/a Verizon North Systems is

¹ MCL 484.203(1).

² 47 USC § 252(e)(1).

³ 47 USC § 332.

the incumbent local exchange carrier, and a portion of the Temperance Exchange in which Verizon North Inc. is the incumbent local exchange carrier.⁴

3. Pursuant to Sections 251 and 252 of the Act,⁵ AT&T Wireless Services, Inc. and Buckeye TeleSystem, Inc. engaged in good faith negotiations for an Interconnection and Reciprocal Compensation Agreement for Commercial Mobile Radio Service. These negotiations resulted in a completion of the Agreement, which was effective on March 21, 2003.⁶ A copy of the Agreement is submitted with this Joint Application as Exhibit A.

4. The Agreement is the product of good faith, private negotiations between the parties, except as otherwise noted in the Agreement.

5. The Agreement meets all the requirements of the Act. Pursuant to Section 252(e)(1) of the Act,⁷ AT&T Wireless Services, Inc. and Buckeye TeleSystem, Inc. jointly request expedited approval of the Agreement without any public hearing or formal solicitation of comments.⁸ This Joint Application and the Agreement provide the Commission with sufficient information to approve the Agreement under the standards contained in Sections 252(e)(1) and 252(e)(2) of the Act.⁹

⁴ Buckeye TeleSystem, Inc.'s license was granted by this Commission on February 9, 2000, in MPSC Case No. U-12183.

⁵ 47 USC §§ 251 and 252.

⁶ Commission approval is sought for the Agreement insofar as it applies to services provided in Michigan.

⁷ 47 USC§ 252(e)(1).

⁸ No hearing is required under Section 203 of the MTA, MCL 484.2203 nor under Section 252 of the Act, 47 USC§ 252. Under Section 252(e)(4) of the Act, 47 USC§ 252(e)(4), the Agreement is deemed approved if the Commission does not act to approve or reject the Agreement within 90 days after submission.

⁹ 47 USC §§ 252(e)(1) and (2).

WHEREFORE, AT&T Wireless Services, Inc. and Buckeye TeleSystem, Inc. jointly request that the Michigan Public Service Commission issue an Order approving the Agreement, pursuant to Section 203(1) of the Michigan Telecommunications Act¹⁰ and Section 252(e)(1) of the Act,¹¹ as soon as possible.

Respectfully Submitted,

AT&T Wireless Services, Inc.

Attorneys For Buckeye TeleSystem, Inc.

By: *Jill R. Mounsey*
Name: *Jill R. Mounsey*
Title: *Director - Industry Rel.*
7277 164th Avenue NE
Redmond, WA 98052

(425) 580-8677

Date: ~~May 11~~, 2003

By: *Haran C. Rashes*
Roderick S. Coy (P12290)
Haran C. Rashes (P54883)
Clark Hill PLC
2455 Woodlake Circle
Okemos, MI 48864-5941
(517) 381-9193
(517) 381-0268 Fax

Date: ~~May 13~~, 2003

¹⁰ MCL 484.2203(1).

¹¹ 47 USC § 252(e)(1).

**INTERCONNECTION AND RECIPROCAL COMPENSATION AGREEMENT FOR
COMMERCIAL MOBILE RADIO SERVICE (CMRS)**

between

AT&T Wireless Services, Inc. and Buckeye TeleSystem, Inc.

This Interconnection and Reciprocal Compensation Agreement (the "Agreement") is made effective as of March 1, 2003, by and between Buckeye TeleSystem, Inc., ("Buckeye") with offices at 5566 Southwyck Blvd, Toledo, OH 43614, and AT&T Wireless Services, Inc., ("AWS"), with offices at 7277 164th Ave NE, Redmond, WA 98052. Buckeye and AWS are referred to collectively as the "Parties" and individually as a "Party". This Agreement covers services provided to each Party for calls originated on their respective networks and terminated on the other Parties network within the State's of Ohio and Michigan.

WHEREAS, the mutual exchange and termination of traffic originating on each Party's network is necessary and desirable; and

WHEREAS, the Parties desire to exchange such traffic in a technically and economically efficient manner; and

WHEREAS, the Parties wish to enter into an agreement to establish reciprocal compensation for the exchange of indirect traffic between their respective telecommunications networks on terms that are fair and equitable to both Parties; and

WHEREAS, Sections 251 and 252 of the Telecommunications Act of 1934, as amended, (the "Act") impose specific obligations on certain telecommunications providers with respect to the interconnection of their networks;

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, Buckeye and AWS hereby covenant and agree as follows:

The Parties agree to a bill and keep arrangement for reciprocal compensation for the mutual exchange of traffic except in the following circumstances.

- (1) The amount of statewide Local Traffic terminating on either Party's network is more than 49,999 minutes of use per month and one Party has terminated sixty percent (60%) or more of the total Local Traffic exchanged between the Parties for a ninety (90) day period.
- (2) The amount of statewide Local Traffic exchanged between the Parties is in excess of 499,999 minutes of use per month.

If the exchange of Local Traffic is not subject to bill and keep, the Parties agree to implement within ninety (90) days reciprocal compensation billing for terminating usage at the rate of \$0.005 per minute of use. The Parties agree that they will not seek additional compensation for such Local Traffic from any ILEC.

The Parties agree to pay all reciprocal compensation charges due and owing under this Agreement within thirty (30) days of the invoice date on the bill in immediately available funds. The Parties represent and covenant to each other that all invoices will be promptly paid and mailed in accordance with the Parties regular procedures and billing systems. Should a billing dispute arise, the Parties must submit reasonable, detailed and valid billing disputes to the other Party within three (3) months from the due date or the dispute will be waived. The Parties will endeavor to resolve all billing disputes within ninety (90) days from receipt of such notice. If the Parties are unable to resolve such billing dispute within ninety (90) days, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanisms; provided, that upon mutual agreement of the Parties such disputes may also be submitted to binding arbitration. The Parties agree that if; (1) investigation of a billing dispute, or (2) internal system/process reviews identify a usage recording/processing/billing error resulting in the over and/or under billing of reciprocal compensation charges, that either Parties right to be compensated and/or credited for charges resulting from the identified error shall be limited to Local Traffic exchanged in the period encompassing the twelve (12) months prior to the date upon which the error is communicated to the other Party.

“Local Traffic” means for purposes of reciprocal compensation under this Agreement, telecommunications traffic between the Parties that, at the beginning of the call, for wireless originated traffic from AWS customers, originates and terminates within the same MTA, as defined in 47 C.F.R. 51.701 (b) (2), and for land originated traffic from Buckeye customers, is handed off to AWS within the same LATA.

Either Party may request a meeting to confirm the jurisdictional nature of traffic delivered. Parties will consult with each other to attempt to resolve issues without the need for an audit. Should no resolution be reached within sixty (60) days an audit may be requested and will be conducted by an independent auditor under an appropriate non-disclosure agreement. Only one (1) audit may be conducted by each Party within a twelve (12) month period.

The Parties will consult and negotiate in good faith to resolve any issues of accuracy, integrity and/or jurisdictional identification of date collected, generated, or reported in connection with audits or otherwise.

Each Party shall be responsible for ensuring that facilities are in place to each third Party LEC tandem used to transit traffic between the Parties’ networks. The originating Party shall be responsible for payment of any transit charges (which may include transport termination and tandem switching) assessed by third party LEC.

If traffic volumes grow to a point where it is economically advantageous to provide a direct connection between Buckeye and AWS, either Party may request negotiation of separate terms and conditions. The Parties agree to negotiate in good faith to reach agreement to accommodate such a request.

This Agreement will be effective for an Initial two-year period (“Initial Period”) commencing on the date of execution by both Parties. After the Initial Period, the Agreement can be terminated at will by either Party after giving written notice of at least sixty (60) days prior to the date of termination. Upon notice of termination by either Party, the Parties agree to enter good faith negotiations to establish just and reasonable terms and conditions and reciprocal compensation rates on a timely basis. If either Party does not provide written notice to the other Party at least

sixty (60) days prior to the end of the Initial Period, then this Agreement will continue in full force and effect for an additional one (1) year period.

Any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party shall be void, except that either Party may assign all of its rights, and delegate its obligations, liabilities and duties under this Agreement, either in whole or in part, to any entity that is, or that was immediately preceding such assignment, an affiliate of that Party without consent, but with written notification. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party.

Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.

This Agreement shall be binding on and inure to the benefit of the respective successors and permitted assignees of the Parties.

Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

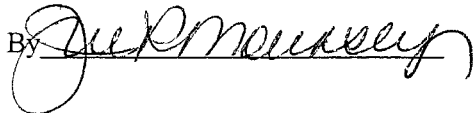
This Agreement constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

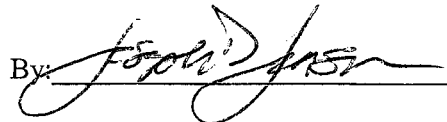
The Agreement for indirect interconnection shall be subject to renegotiation on the request of either Party if a third party LEC whose facilities or services are used in the performance of transport in connection with this traffic changes the applicable rates, terms or conditions of those transit services.

IN WITNESS WHEREOF, each Party has executed this Agreement to be effective as of March 1, 2003.

AT&T Wireless Services, Inc.

Buckeye TeleSystem, Inc.

By: 

By: 

Name: Jill R. Mounsey

Name: Joseph D. Jensen

Title Director - WNS

Title: President

Date 03/18/03

Date: 3/21/03

STATE OF MICHIGAN

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Case No. U-13809

PROOF OF SERVICE

STATE OF MICHIGAN)
) SS:
COUNTY OF INGHAM)

Patricia A. Morrison, being duly sworn, deposes and says that she is an employee of Clark Hill PLC, and that on June 13, 2003, a copy of the Joint Application of AT&T Wireless Services, Inc. and Buckeye TeleSystem, Inc. in the above-captioned proceeding was served upon:

Mr. Thomas Dawson
Vice President
Buckeye Telesystems
5566 Southwyck Boulevard
Toledo, Ohio 43614

Ms. Jill R. Mounsney
AT&T Wireless Services, Inc.
7277 164th Avenue NE
Redmond, WA 98052

Service was accomplished by depositing same in a regular United State Postal Service mail depository, enclosed in envelopes bearing postage fully prepaid and addressed properly

Handwritten signature of Patricia A. Morrison

Patricia A. Morrison

Subscribed and sworn to before me in
Ingham County, Michigan this
13th day of June, 2003.

Haran C. Rashes, Notary Public
Washtenaw County, Michigan
My Commission Expires: September 18, 2003