



September 19, 2003

DELIVERED BY MESSENGER

Lynda L. Dorr
Secretary
Wisconsin Public Service Commission
610 North Whitney Way, 2nd Floor
Madison, WI 53705-2729

Dear Ms. Dorr:

Re: TDS Metrocom, LLC v. Wisconsin
Bell, Inc. d/b/a SBC Wisconsin

Enclosed for filing on behalf of TDS Metrocom, LLC are the original and 15 copies of a Complaint against Wisconsin Bell, Inc. d/b/a SBC Wisconsin. Upon the filing of this document, please file-stamp the enclosed copy of this letter and return it to our messenger.

Thank you for your consideration.

Yours very truly,

A handwritten signature in cursive script that reads 'Peter L. Gardon'.

Peter L. Gardon

Madison\115466PLG:LT

Encs.

cc Mr. Peter J. Butler (w/enc.)
Mr. Peter R. Healy (w/enc.)

BEFORE THE
PUBLIC SERVICE COMMISSION OF WISCONSIN

TDS METROCOM, LLC,

Complainant,

vs.

Docket No. _____

WISCONSIN BELL, INC.
d/b/a SBC WISCONSIN,

Respondent.

COMPLAINT

TDS Metrocom, LLC, by its attorneys, and pursuant to Chapter 196 of the Wisconsin Statutes, including §§ 196.199, and § PSC 2.07, Wis. Admin. Code, files this Complaint against Wisconsin Bell, Inc., d/b/a SBC Wisconsin for violating the interconnection agreement between SBC and TDS Metrocom.

PARTIES

1. Complainant, TDS Metrocom, LLC (“TDS Metrocom”), is a Delaware limited liability company duly authorized by the Commission as an alternative telecommunications utility to provide intrastate telecommunications service in Wisconsin, including competitive local exchange services.

2. Wisconsin Bell, Inc., d/b/a SBC Wisconsin (“SBC”) is a Wisconsin corporation duly authorized by the Commission as a telecommunications utility to

provide intrastate telecommunications services in Wisconsin, including local exchange services. SBC is a “Bell Operating Company” (“BOC”) as that term is defined by Section 3(35) of the Telecommunications Act of 1996.¹ (47 U.S.C. § 153(35)). SBC is an incumbent local exchange carrier (“ILEC”) as defined by the Act. SBC provides local services, intraLATA service, and other services within Wisconsin.

JURISDICTION

3. The Commission has authority to resolve this complaint and commence a proceeding to investigate and review SBC’s practices under §§ 196.02, 196.03, 196.199, 196.219, 196.26, 196.28, and 196.37, Stats., and under federal law.

4. The Commission has authority under § 196.02(1), Stats., “to supervise and regulate every public utility in this state and to do all things necessary and convenient to its jurisdiction.” Specifically, the Commission has jurisdiction to resolve this complaint and commence an investigation regarding SBC’s systems and policies concerning collocation power usage to determine whether SBC provides TDS Metrocom and other competitive local exchange carriers (“CLECs”) with nondiscriminatory access to SBC’s OSS.

¹ Telecommunications Act of 1996, Pub L. No. 104-104, 110 Stat. 56 (1996) (codified at 47 U.S.C. §§ 151, *et seq.*) (the “Act”).

5. Moreover, under § 196.03, Stats., the Commission must ensure that SBC “furnish[es] reasonably adequate service and facilities.” (§ 196.03(1), Stats.) This determination requires the Commission to analyze *at least* the following factors: the promotion and preservation of competition, the promotion of consumer choice, the impact on the quality of life for the public, the promotion of economic development, and the promotion of efficiency and productivity. (*See* § 196.03(6), Stats.) The frequent, serious, and significant problems that exist with SBC’s systems regarding collocation power usage render SBC’s OSS inadequate.

6. The Commission has authority under § 196.199, Stats., to resolve this complaint. Pursuant to § 196.199, Stats., “[t]he commission has jurisdiction to approve and enforce interconnection agreements and may do all things necessary and convenient to its jurisdiction.” (§ 196.199(2)(a), Stats.)

7. The Commission further is authorized to resolve this complaint and commence an investigation under § 196.219, Stats. Section 196.219, Stats., authorizes the Commission to take action to ensure that telecommunications providers do not engage in certain prohibited practices, including “[i]mpair[ing] the speed, quality or efficiency of services, products, or facilities offered to a consumer under a tariff, contract, or price list;” and “[r]efus[ing] to provide a service, product or facility, in accord with that telecommunications utility’s or provider’s applicable tariffs, price lists or contracts and with the commission’s rules and orders, to another telecommunications provider.” (§ 196.219(3)(c) and

(em), Stats.) By enacting § 196.219, Stats., the legislature expressly granted the Commission authority to protect the consuming public, including CLECs, and to foster competition. (See §§ 133.01 and 196.219, Stats.) SBC's actions harm consumers and competitors.

8. The Commission also has jurisdiction pursuant to § 196.26, Stats., which authorizes the Commission to hold hearings on and resolve complaints that “any...act, or practice relating to the provision of...telecommunications service is unreasonable, inadequate, unjustly discriminatory or cannot be obtained.” (§ 196.26(1)(a), (1m), and (2), Stats.) SBC's systems and processes concerning collocation power usage are unreasonable, inadequate, unjust, and discriminatory, and warrant a hearing and investigation.

9. Under § 196.28, Stats., the Commission may conduct a summary investigation if it believes that “any service is inadequate or cannot be obtained or that an investigation of any matter relating to any public utility should for any reason be made...” (§ 196.28(1), Stats.) Since SBC's billing for collocation power usage is unreasonable and unjust, the Commission's authority extends to investigating and remedying the allegations contained in this complaint.

10. Moreover, § 196.37, Stats., provides that if the Commission determines that “any...practice, act or service is unjust, unreasonable, insufficient, preferential, unjustly discriminatory or otherwise unreasonable or unlawful, or that any service is inadequate, or that any service which reasonably can be demanded

cannot be obtained, the commission shall determine and make any just and reasonable order relating to a...practice, act or service to be furnished, imposed, observed and followed in the future.” (§ 196.37(2), Stats.) SBC’s billings for collocation power usage are unjust, unreasonable, and unlawful, and should be corrected.

11. The Commission also has authority to resolve this Complaint under the Telecommunications Act. The United States Court of Appeals for the Eighth Circuit has confirmed state regulators' authority to review disputes under an Interconnection Agreement when it determined that "state commissions retain the primary authority to enforce the substantial terms of the agreements made pursuant to section 251 and 252."² The Court stated that state commission enforcement power "extends to ensuring that parties comply with the regulations that the FCC is specifically authorized to issue under the Act,"³ making clear that state commissions are empowered to address interconnection agreement issues that relate to calls subject to FCC jurisdiction.

SBC VIOLATIONS OF THE INTERCONNECTION AGREEMENTS

12. On August 29, 1997, TDS Metrocom and SBC entered into an Interconnection Agreement Under Sections 251 and 252 of the Telecommunications Act of 1996 ("Interconnection Agreement"). The

² *Iowa Utilities Board v. FCC*, 120 F.3d 753 (8th Cir. 1997) (rev'd on other grounds by *AT&T Corp. v. Iowa Utils. Bd.*, 525 U.S. 366 (1999)).

³ *Id.*

Interconnection Agreement was approved by the Commission on December 8, 1997. (The First Generation Agreement).

13. On March 1, 2002, TDS Metrocom and SBC entered into an Interconnection Agreement Under Sections 251 and 252 of the Telecommunications Act of 1996 ("Interconnection Agreement"). The Interconnection Agreement was approved by the Commission on June 6, 2002. (The Second Generation Agreement).

14. Pursuant to these Interconnection Agreements, TDS Metrocom has provisioned 38 collocations in SBC central offices in Wisconsin.

15. TDS Metrocom paid SBC applicable construction charges for building collocations and applicable non-recurring charges ("NRCs") for one-time collocation-related work activity provided by SBC, including the NRCs associated with deployment of cabling to transmit power from SBC's central office power systems to TDS Metrocom's collocation cages.

16. In order for TDS Metrocom to operate its collocated equipment, it must obtain power from SBC's central office systems.

17. As part of the process of ordering its Wisconsin collocations from SBC, TDS Metrocom requested collocation power. Specifically, for each collocation TDS Metrocom ordered a specific number of amps of power from SBC. For example TDS Metrocom might order 100 amps for a particular cage.

18. In response to TDS Metrocom's request for power for each of its collocations, SBC provisioned the service by deploying one primary power feed for the requested number of amps ("A" feed) and redundant feed for the same number of amps ("B" feed) per collocation, with the "A" and "B" feeds terminating to TDS Metrocom-owned power distribution panels located in TDS Metrocom's collocation spaces. In the case where TDS Metrocom ordered 100 amps of power to a cage, the "A" feed and the "B" feed would each be capable of providing up to 100 amps. In turn, the TDS Metrocom power distribution panels distribute the designated amps of power to the collocated equipment. Provisioning collocation power in this manner is consistent with standard industry practice whereby a redundant power feed is deployed in order to decrease the potential for service-affecting outages in the event a disruption occurs to the primary power cable.

19. In the operation of its collocations, TDS Metrocom does **not** use the primary "A" feed and the redundant "B" feed in an additive manner – i.e., TDS Metrocom never simultaneously draws power from both the primary "A" feed and the redundant "B" feed. In fact, TDS Metrocom's power distribution systems and collocated equipment are engineered in a manner that does not permit the simultaneous use of both the "A" and "B" feeds.

20. As a result, the maximum conceivable amount of power that TDS Metrocom could draw from SBC's power system in any of TDS Metrocom's

Wisconsin collocations at any moment is the number of amps designated for the primary feed. For the example where TDS Metrocom ordered 100 amps of power, TDS Metrocom could not use more than 100 amps of power at any time. In actual operation, however, TDS Metrocom's equipment often draws less than the designated number of amps of power. These practices are consistent with the reason for deploying a redundant power feed – the second feed provides a source of back-up power in case the primary power feed experiences an interruption. An interruption in the supply of power to TDS Metrocom's collocations would shut-down TDS Metrocom's collocated transmission equipment with a resulting interruption of service to customers. A readily available back-up power feed reduces the chances that the flow of power to the TDS Metrocom collocation will be interrupted and service to customers will be affected – i.e., with the deployment of a redundant feed, simultaneous interruptions to both the “A” and “B” feeds would have to occur to take TDS Metrocom's collocated equipment off line.

21. Both the First and Second Generation Interconnection Agreements contain a price for “Power Consumption/Fused Amp.” Neither interconnection agreement contains any price or charge for power “capacity” or power “availability”. Despite the requirements of the First and Second Generation Interconnection Agreements, SBC charges TDS Metrocom for two times the number of amps of “power consumption” each month for each collocation, even though TDS Metrocom ordered one-half that many amps of power, and despite the

fact that the power system is physically constructed so that it never draws more than the ordered amps of power at any given time. For example, where TDS Metrocom ordered 100 amps of power, SBC bills TDS Metrocom for 200 amps of power consumption, 100 amps for the "A" feed and 100 amps for the "B" feed. The actual number of amps ordered for each TDS Metrocom collocation versus the number of amps SBC billed for is set forth on Exhibit 1 attached hereto.

22. On June 18, 2003, TDS Metrocom formally disputed the collocation power charges by letter addressed to Jan Moody, SBC-Midwest, Director Collocation Billing. A copy of this letter is attached as Exhibit 2. TDS Metrocom requested a refund of \$1,587,968.36 for payments made for collocation power consumption in excess of the ordered number of amps from June 2002 through May 2003 of which \$939,777.86 related to the 38 collocations in Wisconsin. In addition, TDS Metrocom requested that SBC cease charging for collocation power consumption in excess of the ordered level of amps. As of the time of filing this complaint, SBC has not taken steps to resolve this dispute and has not adequately responded to TDS Metrocom.

23. The Second Generation Agreement provides for resolution of disputes between the parties as follows:

16.4 Informal Resolution of Disputes.

16.4.1 Upon receipt by one Party of notice of a dispute by the other Party pursuant to Section 16.3 or Section 16.4, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve

any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative Dispute Resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.

16.5 Formal Resolution of Disputes.

16.5.1 Except as otherwise specifically set forth in this Agreement, for all disputes arising out of or pertaining to this Agreement, including but not limited to matters not specifically addressed elsewhere in this Agreement which require clarification, re-negotiation, modifications or additions to this Agreement, either party may invoke dispute resolution procedures available pursuant to the dispute resolution rules, as amended from time to time, of the Commission. Also, upon mutual agreement, the parties may seek commercial binding arbitration as specified in Section 16.6.1.

16.5.2 The Parties agree that the Dispute Resolution procedures set forth in this Agreement are not intended to conflict with applicable requirements of the Act or the state commission with regard to procedures for the resolution of disputes arising out of this Agreement.

Second Generation Agreement, §§ 16.4-16.5, at 44-45.

24. Since TDS Metrocom and SBC agreed to this process, and since the Commission approved these contractual provisions, TDS Metrocom properly may bring this dispute to the Commission for review and resolution.

25. In attempting to resolve this dispute, TDS Metrocom fully has complied with the terms of §§ 16.4 and 16.5 of the Second Generation Agreement.

26. Pursuant to § 16.5.1 of the Second Generation Agreement, TDS Metrocom “may invoke dispute resolution procedures. . .of the Commission,” including relief under §§ 196.02, 196.03, 196.199, 196.219, 196.26, 196.28, and 196.37, Stats., and the federal Act.

27. Pursuant to § 196.199(3)(b)2., Stats., TDS Metrocom provided SBC with written notice of its violations of the Interconnection Agreement and provided SBC with substantially more than 5 days in which to remedy its violation of the Interconnection Agreement. SBC has not remedied these repeated violations of the Interconnection Agreement. Therefore, TDS Metrocom is duly authorized under § 196.199(3)(a)1.a., Stats., to file this "complaint . . . that another party to the agreement has failed to comply with the agreement and that the failure to comply with the agreement has a significant adverse effect on the ability of the complaining party to provide telecommunications service to its customers or potential customers."

28. Section PSC 179.03, Wis. Admin. Code, which guides the Commission’s determination of whether a party’s alleged failure to comply with an interconnection agreement has a significant adverse effect on another party to the agreement to provide telecommunications services to its customers or potential customers, provides:

PSC 179.03 Significant adverse effect. In determining if a party's alleged failure to comply with an interconnection agreement has a significant adverse effect on the ability of another party to provide telecommunications service to its customers or potential customers under s. 196.199 (3) (a) 1m.a., Stats., and in determining whether a complaint does or does not allege such a significant adverse effect under ss. 196.199 (3) (a) and 196.26 (1) (a) 3., Stats., the commission shall consider at least all of the following factors:

(1) The ability of a customer or potential customer to obtain or continue to receive uninterrupted telecommunications service, especially essential telecommunications services, from the telecommunications provider of that customer's choice.

(2) Whether and to what degree any loss or damage to an allegedly aggrieved party or its customer or potential customer resulting from the alleged failure to comply with an interconnection agreement can be remedied without an expedited proceeding under s. 196.199, Stats.

(3) Whether and to what degree the alleged failure to comply with an interconnection agreement does any of the following:

(a) Frustrates or enhances the planning or execution of a party's business plan, marketing effort, or service or product introduction, or any combination thereof.

(b) Causes or threatens to cause a delay in or barrier to a party's market entry or a delay in the growth of its market share, or both.

(c) Damages or threatens to damage the reputation of a party.

(d) Damages or threatens to damage the ability of a party to effectively compete.

(e) Harms or threatens to harm the financial health of a party.

(f) Favors a party's obtaining or retaining of customers, or both.

29. SBC continues to bill TDS Metrocom double the amount allowable under the Interconnection Agreement.

30. SBC's repeated failures to meet the terms of the Interconnection Agreement concerning billing for collocation power have a significant adverse effect on the ability of TDS Metrocom to provide telecommunications services to its customers or potential customers by frustrating the planning and execution of TDS Metrocom's business plan or service or product introduction and is harming the financial health of TDS Metrocom.

REQUEST FOR RELIEF

For the foregoing reasons, TDS Metrocom respectfully requests that the Commission do the following:

1. Order SBC to cease charging for collocation power consumption in excess of the number of amps ordered by TDS Metrocom.
2. Order SBC to refund, with interest, any sums paid, from June 2002 to the date of the Order, by TDS Metrocom for power consumption in excess of the number of amps ordered by TDS Metrocom.
3. Assess appropriate penalties as determined under § 196.199(4), Stats.
4. Impose against SBC whatever sanctions the Commission deems appropriate to deter SBC from failing to meet its obligations under the Interconnection Agreements, and referral to the Wisconsin Department of Justice.
5. In the absence of a summary resolution in its favor, TDS Metrocom requests a hearing to resolve this dispute.
6. For such other and further relief as the Commission deems appropriate.

Dated this 19th day of September, 2003.

Attorneys for TDS METROCOM, LLC

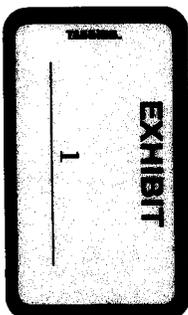
By: *Peter L. Gardon*

Peter L. Gardon
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Madison, WI 53701-2018
608-229-2200

and

Peter R. Healy
Manager CLEC External Relations
TDS METROCOM, LLC
525 Junction Road, Suite 6000
Madison, WI 53717
608-664-4117

Colo Redundant Power Dispute Figures									
6/02 - 5/03									
				12 Months			12 Months		
				Power Charge			Number of AMPS		
				We Were	We Should Have		We Were	We	
				Billed For	Be Billed For	Difference	Billed For	Ordered	
Wisconsin									
Fox Valley									
414 S67-9001 001	P	NENHW11H05	Neenah	\$ 78,439.20	\$ 39,219.60	\$ 39,219.60	11,760	5,880	
414 S67-4053 053	P	DEPRW11H05	DePere	\$ 33,216.60	\$ 16,608.30	\$ 16,608.30	4,980	2,490	
414 S67-4002 002	P	GNBYW12H03	Huth	\$ 63,971.80	\$ 31,985.90	\$ 31,985.90	9,600	4,800	
414 S67-1002 002	P	GNBYW101H06	Jefferson	\$ 68,834.40	\$ 34,417.20	\$ 34,417.20	10,320	5,160	
414 S67-6028 028	P	OSHKW101H05	Oshkosh 01	\$ 84,842.40	\$ 42,421.20	\$ 42,421.20	12,720	6,360	
414 S67-5003 003	P	GNBYW11H04	Ridge	\$ 66,433.20	\$ 33,216.60	\$ 33,216.60	9,960	4,980	
414 S67-6001 001	P	APPLW101H15	Washington	\$ 112,322.80	\$ 56,161.40	\$ 56,161.40	16,840	8,420	
			Total	\$ 508,060.40	\$ 254,030.20	\$ 254,030.20	76,180	38,090	
Madison									
608 C50-7146 146	P	MDSNWI16H02	Black Oak	\$ 95,087.52	\$ 47,543.76	\$ 47,543.76	14,256	7,128	
608 C50-7144 144	P	MDSNWI12H03	Kedzie	\$ 88,044.00	\$ 44,022.00	\$ 44,022.00	13,200	6,600	
414 S67-8129 129	P	MDSNWI11H06	Main	\$ 112,589.60	\$ 56,294.80	\$ 56,294.80	16,880	8,440	
608 C50-7147 147	P	MDSNWI14H00	Phaum	\$ 79,773.20	\$ 39,886.60	\$ 39,886.60	11,960	5,980	
414 S67-7066 066	P	SGTNWI11H04	Stoughton 11	\$ 32,016.00	\$ 16,008.00	\$ 16,008.00	4,800	2,400	
608 C50-7145 145	P	MDSNWI13H00	Sylvan	\$ 65,632.80	\$ 32,816.40	\$ 32,816.40	9,840	4,920	
414 S67-6107 107	P	BELTWI01H08	Beloit 01	\$ 49,624.80	\$ 24,812.40	\$ 24,812.40	7,440	3,720	
414 S67-7114 114	P	JNVLWI01H09	Janesville 01	\$ 49,624.80	\$ 24,812.40	\$ 24,812.40	7,440	3,720	
			Total	\$ 572,392.72	\$ 286,196.36	\$ 286,196.36	85,816	42,908	
Waukesha									
414 S67-4114 114	V	BFTWWI11H04	Brookfield (Swenson)	\$ 14,104.80	\$ 7,052.40	\$ 7,052.40	2,160	1,080	
414 S67-3572 572	C	BRFDWI11H04	Brookfield (Woelfel)	\$ 13,154.40	\$ 6,577.20	\$ 6,577.20	2,160	1,080	
414 S67-4030 030	P	FDULWI01H05	Fond du Lac 01	\$ 65,232.60	\$ 32,616.30	\$ 32,616.30	9,780	4,890	
414 S67-1121 121	P	KENOWI01H13	Kenosha 01	\$ 42,821.40	\$ 21,410.70	\$ 21,410.70	6,420	3,210	
414 S67-0061 061	P	KENOWI11H08	Kenosha 11	\$ 23,474.40	\$ 11,737.20	\$ 11,737.20	3,600	1,800	
414 S67-6060 060	P	MILWWI10H10	Milwaukee 10	\$ 38,819.40	\$ 19,409.70	\$ 19,409.70	5,820	2,910	
414 S67-7031 031	P	MILWWI12H22	Milwaukee 12	\$ 51,225.60	\$ 25,612.80	\$ 25,612.80	7,680	3,840	
414 S67-4124 124	P	MILWWI13H75	Milwaukee 13	\$ 48,824.40	\$ 24,412.20	\$ 24,412.20	7,320	3,660	
414 S67-7121 121	P	MILWWI25H13	Milwaukee 25	\$ 35,617.80	\$ 17,808.90	\$ 17,808.90	5,340	2,670	
414 S67-7032 032	P	MILWWI30H07	Milwaukee 30	\$ 40,553.60	\$ 20,276.80	\$ 20,276.80	6,080	3,040	
414 S67-3614 614	P	MILWWI31H16	Milwaukee 31	\$ 31,344.00	\$ 15,672.00	\$ 15,672.00	4,800	2,400	
414 S67-6113 113	P	MILWWI42H20	Milwaukee 42	\$ 32,016.00	\$ 16,008.00	\$ 16,008.00	4,800	2,400	
414 S67-1036 036	P	MILWWI45H16	Milwaukee 45	\$ 65,232.60	\$ 32,616.30	\$ 32,616.30	9,780	4,890	
414 S67-5063 063	P	MILWWI56H28	Milwaukee 56	\$ 28,814.40	\$ 14,407.20	\$ 14,407.20	4,320	2,160	
414 S67-4061 061	P	PRSDWI11H04	Parkside 11	\$ 23,478.40	\$ 11,739.20	\$ 11,739.20	3,520	1,760	
414 S67-0128 128	P	PEWKWI40H03	Pewaukee 40	\$ 20,810.40	\$ 10,405.20	\$ 10,405.20	3,120	1,560	
414 S67-3604 604	P	RACNWI01H14	Racine 01	\$ 103,651.80	\$ 51,825.90	\$ 51,825.90	15,540	7,770	
414 S67-2058 058	P	RACNWI11H06	Racine 11	\$ 32,282.80	\$ 16,141.40	\$ 16,141.40	4,840	2,420	
414 S67-2102 102	P	STRTWI11H03	Sturtevant 11	\$ 23,611.80	\$ 11,805.90	\$ 11,805.90	3,540	1,770	
414 S67-1037 037	P	WKSHWI47H17	Waukesha	\$ 64,032.00	\$ 32,016.00	\$ 32,016.00	9,600	4,800	
			Total	\$ 799,102.60	\$ 399,551.30	\$ 399,551.30	120,220	60,110	



June 18, 2003

Jan Moody
SBC-Midwest
Director Collocation Billing

Dear Jan Moody,

Subject: Collocation Power Billing Dispute

Back on May 27th I had sent a formal notice to SBC via our Account Manager, Sharmaine Summerville, that TDS Metrocom was preparing to file a formal dispute claim as it related to collocation power billing in the states of Ohio, Wisconsin and Michigan. TDS Metrocom has completed it's internal investigation and is hereby submitting the attached information to dispute, at minimum¹, \$1,587,968.36 for charges assessed to TDS Metrocom over the months of June 2002 through May 2003.

TDS Metrocom has identified the following discrepancies with SBC's billing of collocation power:

- 1) SBC has been charging us for redundant power.
- 2) SBC is not billing us on a consumption basis.
- 3) SBC is not billing us at the correct rates

Should TDS find that after July 18th, 2003, this issue has not been resolved, TDS will be in the position to file a formal complaint with the appropriate State Commissions.

TDS looks forward to working with SBC to resolve this issue in an expeditious manner.

Regards,

Rod Cox
Manager Carrier Relations
TDS Metrocom

Enclosure (1)

Cc: Sharmaine Summerville
Peggy Beata
Linda Taylor-Pilcher
Linda Murphy

¹ The affect of item #3 above has not yet been factored in to the \$1,587,968.36 initial figure.

