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Of Counsel

H. LaDon Baltimore

April 23, 2007

filed electronically in docket office on 04/23/07

Hon. Sara Kyle, Chairman
Tennessee Regulatory Authority
ATTN: Sharla Dillon - Dockets
460 James Robertson Parkway
Nashville, TN 37238

Filed electronically with the Tennessee Regulatory Authority This Date

Re: *Approval of the Agreement for Transport and Termination of Traffic Negotiated by Ben Lomand Telephone Cooperative, Inc. and New Cingular Wireless PSC, LLC Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*
Docket No. 07-00099

Dear Chairman Kyle:

Enclosed for filing are the original and 4 copies of the Petition for Approval of the Agreement for Transport and Termination of Traffic Negotiated by Ben Lomand Telephone Cooperative, Inc. ("Ben Lomand") and New Cingular Wireless, PSC, LLC, on behalf of itself and its affiliates, including Cincinnati SMSA Limited Partnership ("AT&T Mobility"), pursuant to Sections 251 and 252 of the Telecommunications Act of 1996. Also enclosed is Ben Lomand's Disaster Relief Plan. The enclosed Agreement was negotiated by Ben Lomand and AT&T Mobility and is consistent with the standards for approval.

Ben Lomand is a telephone cooperative as defined in Tenn. Code Ann. § 65-29-102. As such, Ben Lomand is not a public utility regulated by the Authority. Tenn. Code Ann. § 65-4-101(6)(E) specifically excludes cooperative organizations, associations, or corporations from the definition of a "public utility" regulated by the Authority. Tenn. Code Ann. § 65-29-130 limits Authority jurisdiction over telephone cooperatives to boundary disputes and sales and purchases of operating telephone properties. None of these issues is present in this matter.

By filing this petition, Ben Lomand seeks, out of an abundance of caution and reading of the federal law, Authority approval of the agreement only as required by federal law. Section 252(e)(1) of the Telecommunications Act of 1996 requires approval of local traffic exchange agreements by the state commission (in Tennessee, the

Authority). While the Authority does not have jurisdiction over Ben Lomand, it appears that federal law requires approval of negotiated local traffic exchange agreements.

Ben Lomand, by filing the petition in this docket, in no way waives its right to assert any defense available to it, including subject matter and personal jurisdiction in this docket or in any other docket.

Ben Lomand and AT&T Mobility respectfully request that the Petition and Agreement be filed, reviewed, and considered for approval as expeditiously as possible.

My check in the amount of $50.00 in payment of the filing fee is enclosed.

Sincerely,

H. LaDon Baltimore
Counsel for Ben Lomand Telephone Cooperative, Inc.

LDB/dcg
Enclosures
cc: Levoy Knowles, Ben Lomand
Michael VanWeelden, AT&T Mobility

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

IN RE:	)	
	)	
APPROVAL OF THE AGREEMENT	)	DOCKET NO. _____
FOR TRANSPORT AND TERMINATION	)	
OF TRAFFIC NEGOTIATED BY	)	
BEN LOMAND TELEPHONE	)	
COOPERATIVE, INC. AND	)	
NEW CINGULAR WIRELESS PSC, LLC	)	
PURSUANT TO SECTIONS 251 AND 252	)	
OF THE TELECOMMUNICATIONS	)	
ACT OF 1996	)	

PETITION FOR APPROVAL OF THE AGREEMENT FOR TRANSPORT AND TERMINATION OF TRAFFIC
NEGOTIATED BY BEN LOMAND TELEPHONE COOPERATIVE, INC.
AND NEW CINGULAR WIRELESS PSC, LLC
PURSUANT TO
SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

Ben Lomand Telephone Cooperative, Inc. ("Ben Lomand") and New Cingular Wireless PSC, LLC, on behalf of itself and its affiliates, including Cincinnati SMSA Limited Partnership ("AT&T Mobility") respectfully file this request with the Tennessee Regulatory Authority ("TRA") for approval of the attached Agreement for Transport and Termination of Traffic ("Agreement"). The Agreement was negotiated between Ben Lomand and AT&T Mobility pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 ("Act"). The Agreement provides for the local exchange of telecommunications traffic between their networks. Ben Lomand and AT&T Mobility, therefore, respectfully request that the TRA act within the 90 days specified by the Act and approve the Agreement.

The Parties

1. Ben Lomand is a telephone cooperative as defined in Tenn. Code Ann. §65-29-102 and serves customers in the Tennessee counties of White, Warren, Van Buren, Grundy, and portions of Franklin, Coffee, and Bedford.

2. AT&T Mobility is a telecommunications carrier that has been granted authority by the Federal Communications Commission to provide CMRS in Tennessee.

The Agreement

3. Ben Lomand and AT&T Mobility have successfully negotiated the agreement for the interconnection of their networks. A copy of the Agreement is attached hereto and incorporated herein by reference.

4. Ben Lomand and AT&T Mobility have entered into this Agreement pursuant to Sections 251(b)(5) and 252(a) of the Act.

5. Pursuant to Section 252(e) of the Act, Ben Lomand and Charter are submitting their agreement to the TRA for its consideration and approval.

Compliance With the Act

6. First, as required under Section 252(e)(2)(A)(i) of the Act, the Agreement does not discriminate against any other telecommunications carrier. Other carriers are not bound by the Agreement and remain free to negotiate independently with Ben Lomand pursuant to Section 252 of the Act.

7. Second, the Agreement is consistent with the public interest, convenience, and necessity, as required under Section 252(e)(2)(A)(ii) of the Act.

Approval of the Agreement

8. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the Agreement within 90 days of its submission. The Act provides that the TRA may reject the Agreement only if it finds the Agreement or any portion thereof discriminates against a telecommunication carrier not a party to the Agreement or if it finds that the implementation of the Agreement or any portion thereof is not consistent with the public interest, convenience, and necessity.

9. Petitioners aver the Agreement is consistent with the standards for approval.

10. Petitioners respectfully request that the TRA approve the Agreement negotiated between the parties without revision as expeditiously as possible consistent with the public interest.

This 24th day of April, 2007.

Respectfully submitted,

H. LaDon Baltimore, BPR #3836
FARRAR & BATES, LLP
211 Seventh Avenue North, Suite 420
Nashville, TN 37219
(615) 254-3060
(615) 254-9835 FAX
Counsel for Ben Lomand Telephone Cooperative, Inc.

Certificate of Service

The undersigned hereby certifies that on this the 23rd day of April, 2007, a true and correct copy of the foregoing has been forwarded via first class U. S. Mail, hand delivery, overnight delivery, electronic transmission, or facsimile transmission to the following:

Michael Van Weelden
Director, SCM Network
New Cingular Wireless PSC, LLC
5565 Glenridge Connector, Suite 15206
Atlanta, GA 30342

H. LaDon Baltimore

AGREEMENT FOR TRANSPORT AND TERMINATION OF TRAFFIC BETWEEN CINGULAR WIRELESS AND BEN LOMAND RURAL TELEPHONE COOPERATIVE, INC.

February __, 2007

This Agreement for Transport and Termination of Traffic ("Agreement") between New Cingular Wireless PCS, LLC, on behalf of itself and its affiliates, including Cincinnati SMSA Limited Partnership ("AT&T Mobility") and Ben Lomand Rural Telephone Cooperative, Inc. ("Ben Lomand") (collectively referred to as the "Parties") is effective upon its execution by both of the undersigned Parties.

This Agreement establishes the methodology for the exchange of and compensation for Traffic originated on the network of AT&T Mobility and terminated on the network of Ben Lomand, or originated on the network of Ben Lomand and terminated on the network of AT&T Mobility.

1.0 DEFINITIONS

As used in this Agreement, the following terms shall have the meanings specified below in this Section:

1.1 "Act" – the Communications Act of 1934 as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the Federal Communications Commission (the "FCC") or a state regulatory commission (the "Commission").

1.2 "Traffic" means telecommunications traffic subject to reciprocal compensation obligations pursuant to 47 U.S.C. § 251(b)(5).

1.3 "Party" means either Party to this Agreement.

2.0 COMPENSATION AGREEMENTS

The Parties, having reviewed specific Traffic levels between AT&T Mobility and Ben Lomand, agree that each Party will meet its obligation to pay 1) reciprocal compensation pursuant to Section 251(b)(5) of the Act for Traffic, and 2) access charges claimed to be due, as follows:

- AT&T Mobility will pay Ben Lomand the amount of Five Thousand Dollars ($5000.00) per month. Ben Lomand will invoice AT&T Mobility in this amount at the end of the applicable month.

- This amount is based on specific telecommunications traffic patterns between AT&T Mobility and Ben Lomand.

3.0 The Parties to this Agreement recognize that they or their authorized representatives may come into possession of confidential and/or proprietary data about each other's business as a result of this Agreement. Each Party agrees to treat all such data as strictly confidential and to use such data only for the purpose of performance under this Agreement. Each Party agrees not to disclose data about the other Party's business, unless such disclosure is required by lawful subpoena or order, to any person without first securing the written consent of the other Party.

4.0 The Parties shall comply with any applicable orders, rules or regulations of the FCC, appropriate Commissions and federal and state law during the term of this Agreement. Notwithstanding anything to the contrary contained herein, a Party shall not be liable nor deemed to be in default for any delay or failure of performance under this Agreement resulting from acts of God, civil or military authority, acts of the public enemy, war, hurricanes, tornadoes, storms, fires, explosions, earthquakes, floods, government regulation, strikes, lockouts or other work interruptions by employees or agents not within the control of the non-performing Party.

5.0 The Parties agree that the Party collecting revenues shall be responsible for collecting, reporting and remitting all taxes associated therewith, provided that the tax liability shall remain with the party upon whom it is originally imposed.

6.0 The terms of this Agreement are in effect for a period of two (2) years beginning on the date of execution. This Agreement shall automatically renew for periods of six (6) months unless terminated with sixty (60) days' written notice by either Party. If either Party gives notice of intent to renegotiate under the Act, this Agreement will remain in place until superseded by a new negotiated or arbitrated agreement.

7.0 A Party may not assign this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed, provided, however, a Party may assign this Agreement, or any portion thereof, without consent to any entity which controls, is controlled by or is under common control with the assigned Party. Any such assignment shall not, in any way, affect or limit the rights and obligations of the Parties under the terms of this Agreement.

8.0 Neither Party assumes any liability for any act or omission of the other in the furnishing of its services to its subscribers solely by virtue of entering into this Agreement. To the extent not prohibited by law or inconsistent with the other terms of this Agreement, each Party shall indemnify the other Party and hold it harmless against any loss, costs, claims, injury or liability relating to any third-party claim arising out of any act of omission of the indemnifying Party in connection with the indemnifying Party's performance under this Agreement. Furthermore, the Parties agree to arrange their own interconnection agreements with other telecommunications carriers, and each Party shall be responsible for any and all of its own payments thereunder. Neither Party shall be financially or otherwise responsible for the rates, terms, conditions, or charges between the other Party and another telecommunications carrier.

9.0 The Parties shall jointly file this Agreement if required by the Commission. Ben Lomand shall be responsible for preparing the joint application for approval, and Cingular shall cooperate in the review and submission of such joint application. Ben Lomand shall file the joint application with the Commission. The Parties shall support the approval of this Agreement without material change and each Party shall bear its own costs associated with the filing.

10.0 The undersigned signatories represent that 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.

"AT&T Mobility"
New Cingular Wireless PCS, LLC

By: Michael F. VanWeelden
(Authorized Signature)
Name: Michael F. VanWeelden
(Print or Type)
Its: Director-SCM-Network

4/16/07
Date

"ILEC"
Ben Lomand

By: Levoy Knowles
(Authorized Signature)
Name: Levoy Knowles
(Print or Type)
Its: CEO

4/5/07
Date

2004
Ben Lomand Telephone Cooperative, Inc.

Disaster Recovery Planning

for

CLECS

Disaster Recovery Procedures

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General CLEC Disaster Recovery Procedures

1.0 Purpose

In the unlikely event of a disaster occurring that affects Ben Lomand Telephone Cooperative, Inc.'s (BLTC) long-term ability to deliver traffic to a Competitive Local Exchange Carrier (CLEC), general procedures have been developed to hasten the recovery process. Since each location is different and could be affected by an assortment of potential problems, a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases.

These general procedures should apply to any disaster that affects the delivery of traffic for an extended time period. Each CLEC will be given the same parity consideration during an outage and service will be restored as quickly as possible.

This document will cover the basic recovery procedures that would apply to every CLEC.

2.0 Single Point of Contact

When a problem is experienced, regardless of the severity, the BLTC Network Management Center (NMC) will observe traffic anomalies and begin monitoring the situation. Controls will be appropriately applied to insure the sanity of BLTC's network; and, in the event that a switch or facility node is lost, the NMC will attempt to circumvent the failure using available reroutes.

BLTC's NMC will remain in control of the restoration efforts until the problem has been identified as being a long-term outage. At that time, the NMC will contact BLTC's Emergency Control Center (ECC) and relinquish control of the recovery efforts. Even though the ECC may take charge of the situation, the NMC will continue to monitor the circumstances and restore traffic as soon as damaged network elements are revitalized.

The telephone number for the BLTC Network Management Center in McMinnville is 1-800-974-7779.

3.0 Identifying the Problem

During the early stages of problem detection, the NMC will be able to tell which CLEC's are affected by the catastrophe. Further analysis and/or first hand observation will determine if the disaster has affected CLEC equipment only, BLTC equipment only or a combination. The equipment that is affected will largely determine the initial restoration activity.

Once the nature of the disaster is determined and after verifying the cause of the problem, the NMC will initiate reroutes and/or transfers that are jointly agreed upon by the affected CLEC's Network Management Center and the BLTC NMC. The type and percentage of controls used will depend upon available network capacity. Controls necessary to stabilize the situation will be invoked and the NMC will attempt to re-establish as much traffic as possible.

For long-term outages, recovery efforts will be coordinated by the Emergency Control Center (ECC). Traffic controls will continue to be applied by the NMC until facilities are re-established. As equipment is made available for service, the ECC will instruct the NMC to begin removing the controls and allow traffic to resume.

3.1 Site Control

In the total loss of building use scenario, what likely exists will be a completely destroyed building and equipment. This total loss will contain many components, which could be dangerous. For these reasons, the local fire martial with the assistance of the police will control the site until the building is no longer a threat to surrounding properties and the companies have secured the site from the general public.

During this time, the majority owner of the building should be arranging for demolition contractor to mobilize to the site with the primary objective of reaching the cable entrance facility for a damage assessment. The results of this assessment would then dictate immediate plans for restoration, both short term and permanent.

In a less catastrophic event, i.e., the building is still standing and the cable entrance facility is usable, the situation is more complex. Local authorities will initially control the site until the threat to adjacent property has diminished. Once the site is returned to the control of the companies, the following events should occur.

An initial assessment of the main building infrastructure systems (mechanical, electrical, fire & life safety, elevators, and others) will establish building needs. Once these needs are determined, the majority owner should lead the building restoration efforts. There may be situations where the site will not be totally restored within the confines of the buildings. The companies must individually determine their needs and jointly assess the cost of permanent restoration to determine the overall plan of action.

Multiple restoration trailers from each company will result in the need for designated space and installation order. This layout and control is required to maximize the amount of restoration equipment that can be placed at the site, and priority of placements.

Care must be taken in this planning to insure other restoration efforts have logistical access to the building. Major components of telephone and building equipment will need to be removed and replaced. A priority for this equipment must also be jointly established to facilitate overall site restoration. (Example: If the AC switchgear has sustained damage, this would be of the highest priority in order to regain power, lighting, and HVAC throughout the building.)

If the site will not accommodate the required restoration equipment, the companies would then need to quickly arrange with local authorities for street closures, rights of way or other possible options available.

3.2 Environmental Concerns

In the worse case scenario, many environmental concerns must be addressed. Along with the police and fire marshal, the state environmental protection department will be on site to monitor the situation.

Items to be concerned with in a large central office building could include:

1. Emergency engine fuel supply. Damage to the standby equipment and the fuel handling equipment could have created "spill" conditions that have to be handled within state and federal regulations.
2. Asbestos containing materials that may be spread throughout the wreckage. Asbestos could be in many components of building, electrical, mechanical, outside plant distribution, and telephone systems.
3. Lead and acid. These materials could be present in potentially large quantities depending upon the extent of damage to the power room.
4. Mercury and other regulated compounds resident in the telephone equipment.
5. Other compounds produced by the fire or heat.

Once a total loss event occurs at a large site, local authorities will control immediate clean up (water placed on the wreckage by the fire department) and site access.

At some point, the companies will become involved with local authorities in the overall planning associated with site clean up and restoration. Depending on the clean up approach taken, delays in the restoration of several hours to several days may occur.

In a less severe disaster, items listed above are more defined and can be addressed individually depending on the damage.

In each case, the majority owner should coordinate building and environmental restoration as well as maintain proper planning and site control.

4.0 The Emergency Control Center (ECC)

The ECC is located in the BLTC's Operation Building in McMinnville, Tennessee. During an emergency, the ECC staff will convene a group of pre-selected experts to inventory the damage and initiate corrective actions.

In the past, the ECC has been involved with restoration activities resulting from ice storms and floods. They have demonstrated their capabilities during these calamities as well as during outages caused by human error or equipment failures. This group has an excellent record of restoring service as quickly as possible.

General CLEC Disaster Recovery Procedures

During a major disaster, the ECC may move emergency equipment to the affected location, direct recovery efforts of local personnel and coordinate service restoration activities with the CLECs. The ECC will attempt to restore service as quickly as possible using whatever means are available; leaving permanent solutions, such as the replacement of damaged buildings or equipment, for local personnel to administer.

Part of the ECC responsibility, after temporary equipment is in place, is to support the NMC efforts to return service to the CLECs. Once service has been restored, the ECC will return control of the network to normal operational organizations. Any long-term changes required after service is restored will be made in an orderly fashion and will be conducted as normal activity.

5.0 Recovery Procedures

The nature and severity of any disaster will influence the recovery procedures. One crucial factor in determining how BLTC will proceed with restoration is whether or not BLTC's equipment is incapacitated. Regardless of who's equipment is out of service, BLTC will move as quickly as possible to aid with service recovery; however, the approach that will be taken may differ depending upon the location of the problem.

5.1 CLEC Outage

For a problem limited to one CLEC (or a building with multiple CLECs), BLTC has several options available for restoring service quickly. For those CLECs that have agreements with other CLECs, BLTC can immediately start directing traffic to a provisional CLEC for completion. This alternative is dependent upon BLTC having concurrence from the affected CLECs.

Whether or not the affected CLECs have requested a traffic transfer to another CLEC will not impact BLTC's resolve to re-establish traffic to the original destination as quickly as possible.

5.2 BLTC Outage

Because BLTC's equipment has varying degrees of impact on the service provided to the CLECs, restoring service from damaged BLTC equipment is different. The outage will probably impact a number of Carriers simultaneously. However, the ECC will be able to initiate immediate actions to correct the problem.

A disaster involving any of BLTC's equipment locations could impact the CLECs, some more than others. A disaster at a Central Office (CO) would only impact the delivery of traffic to and from that one location, but the incident could affect many carriers. If the CO is a Serving Wire Center (SWC), then traffic from the entire area to those Carriers served from that switch would also be impacted.

If the switch functions as an Access Tandem, or there is a tandem in the building, traffic from every CO to every CLEC could be interrupted. A disaster that destroys a facility hub could disrupt various traffic flows. Even though the switching equipment may be unaffected.

The NMC would be the first group to observe a problem involving BLTC's equipment. Shortly after a disaster, the NMC will begin applying controls and finding reroutes for the completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from affected carriers and notification of the CLECs involved. In some cases, changes in translations will be required. If the outage is caused by the destruction of equipment, then the ECC will assume control of the restoration.

5.2.1 Loss of a Central Office

When BLTC loses a Central Office, the ECC will

a) place specialists and emergency equipment on notice;
b) inventory the damaged to determine what equipment and/or functions are lost;
c) move containerized emergency equipment and facility equipment to the stricken area, if necessary;
d) begin reconnecting service for Hospitals, Police and other emergency agency customers of CLECs and BLTC in a nondiscriminatory manner in accordance with NSEP-TSP guidelines; and
e) begin restoring service to CLECs and other customers.

5.2.2 Loss of a Central Office with Serving Wire Center Functions

The loss of a Central Office that serves as a Serving Wire Center (SWC), will be restored as described in section 5.2.1.

5.2.3 Loss of a Central Office with Tandem Functions

When BLTC loses a Central Office building that serves as an Access Tandem and as a SWC, the ECC will

a) place specialists and emergency equipment on notice;
b) inventory the damaged to determine what equipment and/or functions are lost;
c) move containerized emergency equipment and facility equipment to the stricken area, if necessary;
d) begin reconnecting service for Hospitals, Police and other emergency agency customers of CLECs and BLTC in a nondiscriminatory manner in accordance with NSEP-TSP guidelines; and

e) redirect as much traffic as possible to the alternative access tandem (if available) for delivery to those CLECs utilizing a different location as a SWC;
f) begin aggregating traffic to a location near the damaged building. From this location, begin re-establishing trunk groups to the CLECs for the delivery of traffic normally found on the direct trunk groups. (This aggregation point may be the alternate access tandem location or another CO on a primary facility route.)
g) begin restoring service to CLECs and other customers.

5.2.4 Loss of a Facility Hub

In the event that BLTC loses a facility hub, the recovery process is much the same as above. Once the NMC has observed the problem and administered the appropriate controls, the ECC will assume authority for the repairs. The recovery effort will include

a) placing specialists and emergency equipment on notice;
b) inventorying the damaged to determine what equipment and/or functions are lost;
c) moving containerized emergency equipment to the stricken area, if necessary;
d) reconnecting service for Hospitals, Police and other emergency agency customers of CLECs and BLTC in a nondiscriminatory manner in accordance with NSEP-TSP guidelines; and
e) restoring service to CLECs and other customers. If necessary, BLTC will aggregate the traffic at another location and build temporary facilities. This alternative would be viable for a location that is destroyed and building repairs are required.

5.3 Combined Outage (CLEC and BLTC Equipment)

In some instances, a disaster may impact BLTC's equipment as well as the CLEC's. This situation will be handled in much the same way as described in section 5.2.3. Since BLTC and the CLECs will be utilizing temporary equipment, close coordination will be required.

6.0 T1 Identification Procedures

During the restoration of service after a disaster, BLTC may be forced to aggregate traffic for delivery to a CLEC. During this process, T1 traffic may be consolidated onto DS3s and may become unidentifiable to the Carrier. Because resources will be limited, BLTC may be forced to "package" this traffic entirely differently than normally received by the CLECs. Therefore, a method for identifying the T1 traffic on the DS3s and providing the information to the Carriers is required.

7.0 Acronyms

BLTC - Ben Lomand Telephone Cooperative, Inc.

CO - Central Office (BLTC)

DS3 - Facility that carries 28 T1s (672 circuits)

ECC - Emergency Control Center (BLTC)

CLEC - Competitive Local Exchange Carrier

NMC - Network Management Center

SWC - Serving Wire Center (BLTC switch)

T1 - Facility that carries 24 circuits