

**BEFORE THE PUBLIC SERVICE COMMISSION
STATE OF MISSOURI**

Application of ExOp of Missouri)	
d/b/a Unite for Approval of a)	
Traffic Termination Agreement)	Case No. _____
under the Telecommunications Act)	
of 1996.)	

**APPLICATION OF EXOP OF MISSOURI, d/b/a UNITE FOR
APPROVAL OF A TRAFFIC TERMINATION AGREEMENT UNDER THE
TELECOMMUNICATIONS ACT OF 1996**

COMES NOW ExOp of Missouri, Inc., d/b/a Unite, ("Unite") and hereby files its Application for Approval of a Traffic Termination Agreement between Unite and United States Cellular Corporation ("US Cellular") under the Telecommunications Act of 1996 ("the Act"). In support of this application, Unite states to the Commission as follows:

1. Unite is an alternative or competitive local exchange carrier operating in Missouri.
2. Unite is a Missouri corporation in good standing with the Missouri Secretary of State.
3. Correspondence, orders, and decisions in this matter directed to Unite should be addressed to:

Dennis Devoy
Chief Financial Officer
Unite
303 N. Jefferson
P.O. Box 891
Kearney, MO 64060

and to:

Craig S. Johnson
Attorney at Law
1648-A East Elm
Jefferson City, MO 65101

4. US Cellular is a commercial mobile radio service carrier operating in Missouri.

5. Correspondence, orders, and decision in this matter directed to US Cellular should be addressed to:

James Nauman
United States Cellular Corporation
8410 W. Bryn Mawr, Ste. 700
Chicago, IL 60631

and to:

Stephen P. Fitzell
c/o Sidley Austin Brown & Wood, LLP
Bank One Plaza
10 S. Dearborn St.
Chicago, IL 60603

I. AGREEMENT REACHED

6. On August 29, 2005, after good faith negotiations, Unite and US Cellular executed a Traffic Termination Agreement pursuant to the terms of the Act (Attachment I).

7. Pursuant to Section 252 of the Telecommunications Act, Unite hereby submits this Agreement for approval by the Commission.

8. The Agreement complies with Section 252(e) of the Act. The Agreement is consistent with the public interest, convenience, and necessity and does not discriminate against any telecommunications carrier. The Agreement consists of 23

pages, consecutively numbered. There are no outstanding issues between Unite and US Cellular that need the assistance of mediation or arbitration.

II. REQUEST FOR APPROVAL

9. Unite respectfully requests that the Commission grant expeditious approval of this agreement, without change, suspension or delay in its implementation. This is a bilateral agreement, reached as a result of negotiations and compromise between the parties.

III. COMMISSION AUTHORITY

10. Under the Federal Telecommunications Act of 1996 (“the Act”), the Commission has the authority to grant the relief requested by Unite. Specifically, section 252 (a) of the act provides:

(a) Agreements Arrived at Through Negotiations

(1) Voluntary Negotiations - upon receiving a request for interconnection, services, or network elements pursuant to section 251, an incumbent local exchange carrier may negotiate and enter into a binding agreement with requesting telecommunications carrier or carriers without regard to the standards set forth in subsections (b) and (c) of section 251. The agreement shall include a detailed schedule of itemized charges for interconnection in each service or network element included in the agreement. The agreement, including any interconnection agreement negotiated before the date of enactment of the Telecommunications Act of 1996, shall be submitted to the state commission under subsection (e) of this section.

IV. STANDARD OF REVIEW

11. Under Section 252 of the Act, the Commission has the authority to approve this negotiated agreement. The Commission may only reject an agreement, if the agreement is discriminatory to a nonparty or is inconsistent with the public interest, convenience, and necessity. Section 252(e)(2) of the act provides as follows:

Grounds for Rejection -- The State Commission may only reject –

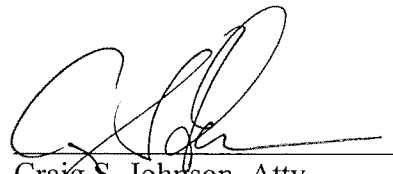
- (A) an agreement (or any portion thereof) adopted by negotiation under section (a) if it finds that –
 - (i) the agreement (or portion thereof) discriminates against a telecommunications carrier, not a party to the agreement; or
 - (ii) the implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity;

12. The verification of Mr. Dennis Devoy, Chief Financial Officer of Unite, which follows, establishes that the agreement satisfies these standards.

V. PRAYER FOR RELIEF

WHEREFORE, Unite respectfully requests the Commission to issue an order that:


- (1) approves expeditiously the traffic termination agreement between Unite and US Cellular, and (2) grant such other relief as is reasonable in circumstances.



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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of this pleading was mailed to the attorneys for Staff, OPC, and United States Cellular by electronic mail this 19th day of October, 2005.



Craig S. Johnson

VERIFICATION

I, Dennis Devoy, Chief Financial Officer of ExOp of Missouri, d/b/a Unite, hereby verify that I am over the age of twenty-one, and have personal knowledge of the agreement between Unite and US Cellular.

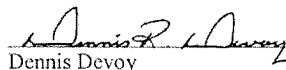
The parties negotiated diligently under the Telecommunication Act of 1996, culminating in the executed agreement for which approval is sought by this Application.

The Agreement is the result of negotiation and compromise.

There are no outstanding issues between the parties and that need the assistance of mediation or arbitration if this Agreement is approved.

Approval of this Agreement is consistent with the public interest, convenience, and necessity, as it will allow the exchange of traffic between Unite and US Cellular.

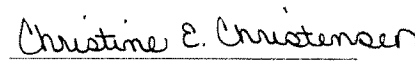
This Agreement does not discriminate against any telecommunication carrier.


Dennis Devoy

STATE OF MISSOURI)
)
COUNTY OF CLAY)

(notary seal)

Before me this 19th day of October, 2005, personally appeared Dennis Devoy, duly sworn and on his oath deposed and said the foregoing verification was true to the best of his knowledge, information, and belief.


Notary Public

