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May 4, 2000

FILED

MAY 4 2000

Missouri Public
Service Commission

Mr. Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge
Missouri Public Service Commission
P. O. Box 360
Jefferson City, Missouri 65102

TO-2000-740

Re: Interconnection Agreement between TDS Telecom and Nextel

Dear Mr. Roberts:

Enclosed for filing with the Commission please find an original and eight (8) copies of TDS Telecommunications Corporation's Application for Approval of Interconnection Agreement under the Telecommunications Act of 1996.

Please see that this filing is brought to the attention of the appropriate Commission personnel. If there are any questions regarding this filing, please feel free to give me a call at your convenience. Otherwise, I thank you in advance for your cooperation in this matter.

Sincerely,

Brian T. McCartney
Brian T. McCartney

BTM/da

cc: Linda Lowrance
Roz Beule
Michael Dandino
Dan Joyce

FILED

MAY 4 2000

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

Missouri Public
Service Commission

Application of TDS Telecommunications Corporation)
for Approval of an Interconnection Agreement)
under the Telecommunications Act of 1996)

Case No. 70-2000-740

**APPLICATION OF TDS TELECOM, INC.
FOR APPROVAL OF INTERCONNECTION AGREEMENT
UNDER THE TELECOMMUNICATIONS ACT OF 1996**

COMES NOW TDS Telecommunications Corporation (hereinafter "TDS", "TDS Telecom", or "Applicant"), and hereby files its Application for Approval of Interconnection Agreement between Nextel Communications, Inc. ("Nextel") and TDS Telecom under the Telecommunications Act of 1996 ("the Act"). In support of this Application, Applicant states to the Missouri Public Service Commission ("Commission") as follows:

I. INTERCONNECTION AGREEMENT REACHED

Nextel is a commercial mobile radio service ("CMRS") provider operating in Missouri. TDS is a local exchange carrier acting through its three subsidiary telephone companies in Missouri: New London Telephone Company, Orchard Farm Telephone Company, and Stoutland Telephone Company.

On March 16, 2000, after good faith negotiations, Nextel and TDS executed a wireless interconnection agreement ("the Agreement") for the state of Missouri pursuant to the terms of the Federal Act (*see* Agreement, Attachment I). Pursuant to Section 252(e)(1) of the Act, Applicant hereby submit this Agreement for approval by the Commission. The interconnection agreement complies fully with Section 252(e) of the Federal Act because the Agreement is consistent with the public interest, convenience and necessity and does not

discriminate against any telecommunications carrier. The Agreement consists of seven (7) pages and includes a one (1) page appendix. There are no outstanding issues between TDS and Nextel that need the assistance of mediation or arbitration.

II. REQUEST FOR APPROVAL

Applicant seeks the Commission's approval of the Agreement, consistent with the provisions of the Federal Act and Missouri law. Applicant represents that the implementation of this negotiated and executed Agreement complies fully with both Missouri law and Section 252(e) of the Federal Act because the Agreement is consistent with the public interest, convenience and necessity and does not discriminate against any telecommunications carrier. Applicant 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. Correspondence, orders and decisions in this matter should be addressed to:

Linda Lowrance
TDS Telecom, Inc.
P.O. Box 22995
Knoxville, TN 37933-0995
linda.lowrance@teldta.com

Roz Beule
Nextel Communications, Inc.
2003 Edmund Halley Drive
Reston, VA 20191

Brian T. McCartney
Brydon, Swearngen & England P.C.
P.O. Box 456
Jefferson City, MO 65102-0456
brian@brydonlaw.com

III. COMMISSION AUTHORITY

Under the Federal Telecommunications Act of 1996 ("the Act"), the Commission has the authority to review the terms and conditions of the interconnection of telecommunications carriers' networks within the state of Missouri, including voluntarily negotiated agreements for transport and termination of traffic. The Commission has the authority to grant the relief requested by the Applicant. Specifically, Section 252(a) of the Act provides:

(a) AGREEMENTS ARRIVED AT THROUGH NEGOTIATION

(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 the 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 and 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.

III. STANDARD OF REVIEW

Under Section 252 of the Act, the Commission has the authority to approve an interconnection agreement negotiated between an incumbent local exchange company (ILEC) and other telecommunications carriers. The Commission may only reject an interconnection agreement if the agreement is discriminatory to a nonparty or is inconsistent with the public interest, convenience, and necessity. Section 252 of the Act provides as follows:

(e) **APPROVAL BY STATE COMMISSION**

(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 to shall approve or reject the agreement, with written findings as to any deficiencies.

(2) **GROUND 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; or

The affidavit of Linda Lowrance, Manager – Interconnection for TDS establishes that the Agreement submitted herein satisfies these standards. (Affidavit, Attachment II)

IV. EXEMPTIONS

Section 251(f)(1) of the Act exempts certain rural telephone companies from the additional interconnection requirements contained in Section 251(c). Thus, although all ILECs, as telecommunications carriers, have the duty to interconnect, not all ILECs have to meet the additional interconnection requirements imposed by Section 251(c) of the Act.¹ As a rural carrier, TDS is not required to meet the additional interconnection requirements of

¹ Section XII of the Agreement states: "This Agreement is *not an interconnection agreement under 47 USC 251(c)*. The parties acknowledge that TDS is entitled to a rural exemption as provided by 47 USC 251(f) and TDS does not waive such exemption." (emphasis added)

Section 251(c). TDS and Nextel sought to highlight in Section XII of their Agreement that, while they are submitting a Section 251 Interconnection Agreement to this Commission for approval, it is not an interconnection agreement under Section 251(c), and TDS has not waived its Section 251(f)(1) rural exemption.

V. CONCLUSION

For the reasons set forth above, Applicant respectfully requests the Commission to approve the Agreement between TDS Telecom and Nextel expeditiously, and for such other orders as are reasonable in the circumstances.

WHEREFORE, Applicants respectfully request the Commission to issue an Order that:

- (1) approves the voluntarily negotiated interconnection agreement between TDS Telecom and Nextel,
- (2) directs Applicant to file an executed copy of the Agreement with the Commission,
- and (3) grants such other relief as is reasonable in the circumstances.

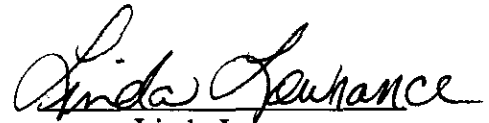
TDS Telecom, Inc.

By Brian T. McCartney

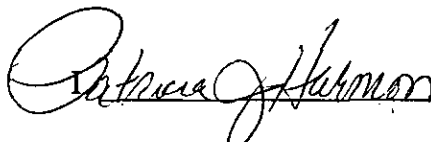
Brian T. McCartney Mo. #47788
BRYDON, SWEARENGEN & ENGLAND P.C.
312 East Capitol Avenue, P.O. Box 456
Jefferson City, MO 65102-0456
brian@brydonlaw.com
(573) 635-7166
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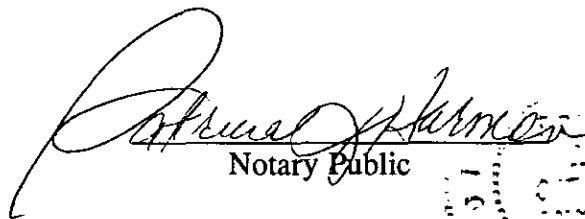
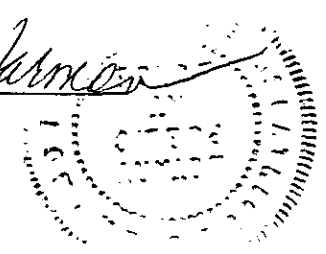
VERIFICATION OF APPLICATION

I, Linda Lowrance, Manager – Interconnection for TDS Telecommunications Corporation and pursuant to 4 CSR 240-2.060(1)(M), hereby swear and affirm that I am authorized to speak on behalf of the Applicant TDS Telecommunications Corporation and to attest to the veracity of the statements contained in this application.


Linda Lowrance

State of Tennessee)
County of Knox) SS

, a Notary Public do hereby certify that on this 2nd day of May, 2000 personally appeared before me Linda Lowrance who declared that all of the information contained herein above is true, to the best of her knowledge and belief.


Notary Public


My Commission expires:

March 10, 2004


CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing document was sent by U.S. Mail, postage prepaid, or hand-delivered on this 4th day of May, 2000, to the following parties:

General Counsel
Missouri Public Service Commission
P.O. Box 360
Jefferson City, Missouri 65102

Michael F. Dandino
Office of the Public Counsel
P.O. Box 7800
Jefferson City, Missouri 65102

Roz Beule
Nextel Communications, Inc.
2003 Edmund Halley Drive
Reston, VA 20191



Brian T. McCartney

MAY 4 2000

WIRELESS INTERCONNECTION AGREEMENT
TDS - MISSOURI

Missouri Public
Service Commission

This Agreement is made effective on the 1st day of March, 2000, between TDS TELECOMMUNICATIONS CORPORATION, a Delaware corporation, as agent for the Missouri corporations listed on Appendix A (individually, "TDS"), and NEXTEL WEST CORP., a(n) Delaware corporation ("NEXTEL").

TDS is a local exchange carrier acting through its subsidiary telephone companies in Missouri. NEXTEL is a commercial mobile radio service carrier operating in Missouri. TDS and NEXTEL desire to interconnect on an indirect basis for the purpose of exchanging traffic between the parties' customers.

In consideration of the mutual covenants contained in this Agreement, the parties agree as follows.

SECTION I
SCOPE OF AGREEMENT

This Agreement shall cover local interconnection arrangements between NEXTEL's network in Missouri and TDS' network in Missouri. The exchange of non-local traffic between other portions of TDS' network and NEXTEL's network will be accomplished using the existing toll telephone network. The designations "local" and "non-local" shall be as defined by federal law.

SECTION II
TRAFFIC EXCHANGE

The default point of interconnection shall be at an appropriate access tandem. Each party shall be responsible for the cost of providing the trunks from its network to the point of interconnection for the calls which that party originates. Either party shall be allowed to establish a different point of interconnection for the calls which that party originates, provided that the new point of interconnection does not increase the cost of transporting or terminating calls for the other party. Each party shall bill the other at symmetrical rates for calls which the billing party terminates to its own customers and which were originated by the billed party. Applicable charges are set forth on the attached pricing schedule, Appendix A, which is incorporated by reference. The billed party shall pay the billing party for all charges properly listed on the bill. Such payments are to be received within thirty (30) days from the effective date of the statement. The billed party shall pay a late charge on unpaid amounts that have been billed that are greater than thirty (30) days old. The rate of the late charge shall be the lesser of 1.5% per month and the maximum amount allowed by law. The billed party shall pay the billing party the reasonable amount of the billing party's expenses related to collection of overdue bills, such amounts to include reasonable attorney's fees. Neither party shall bill the other for traffic that is more than 180 days old.

Attachment 1

SECTION III USAGE REPORTS

If applicable, TDS may obtain a monthly traffic distribution report from the LEC Tandem provider summarizing traffic originated by Company and terminating to TDS. This information may be used by TDS for invoicing Company for terminating traffic to TDS. Company may obtain a monthly traffic distribution report from the LEC Tandem provider, or others, summarizing traffic originated by TDS and termination to Company. This information, or similar information, may be used by Company for invoicing TDS for termination traffic to Company.

In the absence of a traffic distribution report noted previously, the parties have determined that at the present time it is difficult to determine the precise amount of traffic delivered by TDS to Company; therefore, the Parties have agreed to estimate such traffic at 42.86% of the traffic originated on the network of Company and terminated on the network of TDS. This arrangement assumes that approximately 70% of the traffic between Company and TDS is TDS' terminating traffic. If at a later date it is determined that the parties may more precisely determine the minutes of use ("MOU") from TDS to the Company, the formula shall be adjusted, or a bill will be sent to TDS based on usage reports reflecting the actual MOU from TDS to the Company. Parties agree to work toward a longer term arrangement, when technically and economically feasible, whereby each Party is able to record and summarize call message details and thereby invoice the originating Party for actual traffic terminating to itself.

If said traffic distribution reports are used for billing, the Parties agree to accept these reports as an accurate statement of traffic exchanged between the parties, subject to the right to audit the reports. Such right to audit shall be waived if not exercised within one hundred eighty (180) days of receipt of the reports. Either party may perform an audit of the others party's network usage records or other records relevant to the subject matter of this Agreement. The parties agree that audits will be performed no more than one time per calendar year unless the previous audit revealed material error. Each party shall bear the expense of any audit it requests. Such an audit shall be conducted by the requesting party or an independent auditor of the requesting party and shall be conducted on the premises of the audited party during normal business hours.

SECTION IV INDEPENDENT CONTRACTORS

The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. Neither party shall have the right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind the other party. This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the parties or to impose any partnership obligation or liability upon either party.

SECTION V LIABILITY

A.

Neither party nor any of their affiliates shall be liable for any incidental, consequential or special damages arising from the other party's use of service provided under this Agreement. Each party shall indemnify and defend the other party against any claims or actions arising from the indemnifying party's use of the service provided under this Agreement, except for damages caused by the sole recklessness of the indemnified party.

B.

Neither party makes any warranties, express or implied, for any hardware, software, goods, or services provided under this Agreement. All warranties, including those of merchantability and fitness for a particular purpose, are expressly disclaimed and waived.

C.

In any event, each party's liability for all claims arising under this Agreement, or under the use of the service provided under this Agreement, shall be limited to the amount of the charges billed to the party making a claim for the month during which the claim arose.

SECTION VI ASSIGNMENT

This Agreement shall be binding and inure to the benefit of, parties hereto and their respective successors and permitted assigns. 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 this Agreement or any rights and obligations thereunder without the other party's consent to any entity that the assigning party controls, is controlled by, or is under common control with, or to any entity which acquires or succeeds to all or substantially all of the business or assets of the assigning party whether by consolidation, merger, sale, or otherwise, or in connection with a financing transaction.

SECTION VII TERM OF AGREEMENT

This Agreement shall commence on the effective date stated on the first page, and shall terminate one (1) year after the effective date. This Agreement shall renew automatically for successive one (1) year terms, commencing on the termination date of the initial term or latest renewal term. The automatic renewal shall take effect without notice to either party, except that either party may elect not to renew and terminate by giving the other party written notice of its intention not to renew at least 90 days prior to each anniversary date.

SECTION VIII
THIRD PARTY BENEFICIARIES

This Agreement is not intended to benefit any person or entity not a party to it and no third party beneficiaries are created by this Agreement.

SECTION IX
GOVERNING LAW, FORUM, AND VENUE

This Agreement shall be interpreted under the laws of the State of Missouri. Disputes arising under this Agreement, or under the use of service provided under this Agreement, shall be resolved in state or federal court in Missouri.

SECTION X
ENTIRE AGREEMENT

This Agreement incorporates all terms of the agreement between the parties. This Agreement may not be modified except in writing signed by both parties. This Agreement is a result of a negotiation between the parties, and was jointly drafted by both parties.

SECTION XI
NOTICE

Notices, bills and payments shall be effective when received or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of NEXTEL to:

Business Name: NEXTEL Communications, Inc.
Mailing Address: 2003 Edmund Halley Drive
Shipping Address:
City/State/Zip Code: Reston, VA 20191
Attention: Bob Edgerly, Sr. Numbering & Industry Affairs
Contact Phone Number: 730-433-8157

Notices shall be effective when received or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of TDS to:

Business Name: TDS TELECOMMUNICATIONS CORPORATION
Mailing Address: P. O. Box 22995
Shipping Address: Pellissippi Center, Suite 230
9737 Cogdill Road
City/State/Zip Code: Knoxville, TN 37933-0995 (37932 for Shipping)
Attention: Linda Lowrance
Contact Phone Number: (865) 671-4758

Bills and payments shall be effective when received or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of TDS to:

Business Name: TDS TELECOMMUNICATIONS CORPORATION
Mailing Address: P.O. Box 5158
City/State/Zip Code: Madison, WI 53705-0158
Attention: Accounting Center

Bills and payments shall be effective when received or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of NEXTEL to:

Business Name: NEXTEL Communications, Inc.
Mailing Address: 2003 Edmund Halley Drive
City / State / Zip Code: Reston, VA 20191
Attention: Carrier Financial Management

and to such other location as the receiving party may direct in writing.

NEXTEL shall ensure bills and payments reference the specific TDS company name(s) for which traffic is being billed or paid (see Appendix A for company list).

SECTION XII MISCELLANEOUS

This Agreement is not an interconnection agreement under 47 USC 251(c). The parties acknowledge that TDS is entitled to a rural exemption as provided by 47 USC 251(f) and TDS does not waive such exemption.

TDS and NEXTEL hereby authorize and execute this Agreement.

Orchard Farm Telephone Company
New London Telephone Company
The Stoutland Telephone Company

TDS TELECOMMUNICATIONS Corporation,
agent for the Missouri corporations listed on Appendix A


Signature

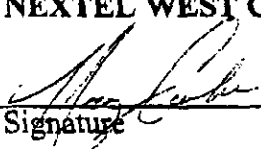
2-9-00
(date)

Printed name and title:

Louis D. Reilly, III

Director- Carrier Relations

NEXTEL WEST CORP.


Signature

3-16-00
(date)

Printed name and title:

Nancy Carlsen

Director, Telco Mgmt

Signature Page to Wireless Interconnection Agreement between TDS and NEXTEL
relating to the exchange of Local Traffic in the state of Missouri.

APPENDIX A - PRICING

TDS TELECOMMUNICATIONS CORPORATION Wireless Interconnection Agreement - Missouri

Transport and Termination of Local Traffic:

<u>Corporation</u>	<u>\$/MOU*</u>
Orchard Farm Telephone Company	0.019655
New London Telephone Company	0.019540
The Stoutland Telephone Company	0.014760

Transport and Termination of Non-Local Traffic: per Applicable Tariffs

* Symmetrical Rates

STATE OF Minnesota
COUNTY OF St. Louis

AFFIDAVIT OF LINDA LOWRANCE

Before me, the Undersigned Authority, on this 2ND day of May, 2000, personally appeared Linda Lowrance of TDS Telecommunications Corporation who, upon being by me duly sworn on oath deposed and said the following:


1. My name is Linda Lowrance. I am over the age of twenty-one, of sound mind and competent to testify to the matters stated herein. I am the Manager of Interconnection for TDS Telecommunications Corporation ("TDS") and have personal knowledge of the agreement between TDS and Nextel Communications, Inc. ("Nextel"). I have served as negotiator of the agreement on behalf of TDS and have personal knowledge of the provisions. The parties have negotiated diligently under the Telecommunications Act of 1996, culminating in an executed agreement ("the Agreement") by TDS and Nextel on March 1, 2000.
2. The Interconnection Agreement is the result of negotiation and compromise.
3. There are no outstanding issues between the parties that need the assistance of mediation or arbitration if this Agreement is approved.
4. Approval of this Interconnection Agreement is consistent with the public interest, convenience, and necessity, as it will allow the exchange of traffic between TDS and Nextel.
5. This Interconnection Agreement does not discriminate against any

ATTACHMENT II

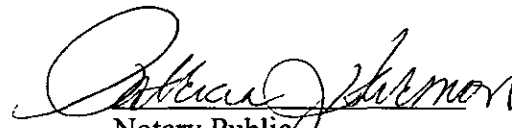
telecommunications carrier. The terms of this agreement are available to any similarly situated provider in negotiating a similar agreement.

Further Affiant sayeth naught.




Linda Lowrance
Manager – Interconnection

Sworn and Subscribed to before me this 20th day of May, 2000 to certify which witness my hand and seal of office.


Notary Public

ATTACHMENT II