

### CARRIER-TO-CARRIER AGREEMENT CHECKLIST

INSTRUCTIONS: Please complete all applicable parts of this form and submit it with related materials when filing a carrier-to-carrier agreement pursuant to 47 U.S.C. 252 and OAR 860-016-0000 et al. The Commission will utilize the information contained in this form to determine how to process the filing. Unless you request otherwise in writing, the Commission will serve all documents related to the review of this agreement electronically to the e-mail addresses listed below.

1. PARTIES	<i>Requesting Carrier</i>	<i>Affected Carrier</i>
Name of Party:	<u>NEXTEL Communication, Inc.</u>	<u>Home Telephone Company, Inc. d/b/a TDS Telecom</u>
Contact for Processing Questions:		
Name:	<u>Bob Edgerly, Sr., Numbering &amp; Industry Affairs</u>	<u>Linda Lowrance, Manager, Interconnection</u>
Telephone:	<u>(730) 433-8157</u>	<u>(865) 671-4758</u>
E-mail:	<u></u>	<u>linda.lowrance@tdstelecom.com</u>
Contact for Legal Questions (if different):		
Name:	<u></u>	<u>Rick Finnagan</u>
Telephone:	<u></u>	<u>(360) 956-7001</u>
E-mail:	<u></u>	<u>rickfinn@yelmtel.com</u>
Other Persons wanting E-mail service of documents (if any):		
Name:	<u></u>	<u></u>
E-mail:	<u></u>	<u></u>

2. TYPE OF FILING NOTE: Parties making multiple requests (such as seeking to adopt a previously approved agreement and Commission approval of new negotiated amendments to that agreement) should submit a separate checklist for each requested action.

**Adoption:** Adopts existing carrier-to-carrier agreement filed with Commission.

- Docket ARB \_\_\_\_\_
- Parties to prior agreement \_\_\_\_\_ & \_\_\_\_\_
- Check one:
  - Adopts base agreement only; or
  - Adopts base agreement and subsequent amendments approved in Order No(s).

**New Agreement:** Seeks approval of new negotiated agreement.

- Does filing replace an existing agreement between the same parties?
  - NO
  - YES, Docket ARB \_\_\_\_\_

**Amendment:** Amends an existing carrier-to-carrier agreement.

- Docket ARB \_\_\_\_\_

**Other:** Please explain.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1234

**WIRELESS INTERCONNECTION AGREEMENT**  
**TDS - OREGON**

This Agreement is made effective on the 1<sup>st</sup> day of March, 2000, between TDS TELECOMMUNICATIONS CORPORATION, an Iowa corporation, as agent for the Oregon corporations listed on Appendix A (collectively, "TDS"), and NEXTEL WEST CORP., a(n) Delaware Corporation ("NEXTEL").

TDS is a local exchange carrier acting through its subsidiary telephone companies in Oregon. NEXTEL is a commercial mobile radio service carrier operating cellular telephone in Oregon. 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 Oregon and TDS' network in Oregon. 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 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 the unpaid amount 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.

### 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 termination traffic to TDS. If applicable, 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 the Nextel traffic at 42.86% of the traffic billed by TDS. This arrangement assumes that approximately 70% of the total 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 termination 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 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 ninety (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 Oregon. Disputes arising under this Agreement, or under the use of service provided under this Agreement, shall be resolved in state or federal court in Oregon.

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:	730-433-8 157

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 TELECOM
Mailing Address:	P.O. Box 22995
Shipping Address:	9737 Cogdill Road, Suite 230
City/State/Zip Code:	Knoxville, TN 37933-0995 (37932 for shipping)
Attention:	Linda Lowrance
Contact Phone Number:	(865) 67 1-4748

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 TELECOM  
Mailing Address: P.O. Box 5158  
City/State/Zip Code: Madison, WI 53705-0158  
Attention: Accounting Center

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 TELECOMMUNICATIONS CORPORATIONS, as agent for the Oregon corporations listed on Appendix A**

 7/14/00  
Signature Date

Printed name and title:

Louis D. Reilly III

Director- Carrier Relations

 7/5/00  
Signature Date

Printed name and title:

NANCY CARLSEN

Director Telco Mgmt

**Signature Page to Wireless Interconnection Agreement between TDS TELECOMMUNICATIONS (Oregon Cos.) and NEXTEL WEST CORP., date March 01, 2000 relating to the exchange of Local Traffic.**

**APPENDIX A - PRICING**

TDS TELECOMMUNICATIONS CORPORATION AND NEXTEL WEST CORP  
Wireless Interconnection Agreement – Oregon

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

<u>Company</u>	<u>\$/MOU*</u>
Asotin Telephone Company	0.02159
Home Telephone Company	0.02382

\* Symmetrical Rates