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*Twin Lakes*  
**TELEPHONE COOPERATIVE CORPORATION**

PO BOX 67  
TELEPHONE 931 268 2151

OWNED BY THOSE WE SERVE  
*Gainesboro, Tennessee 38562*

DOUGLAS G. ELDER, PRESIDENT  
DAVID CRAIG STORY, VICE PRESIDENT  
BENTON H. QUARLES, SECRETARY  
ROBERT D. DUDNEY, MANAGER

January 18, 2006

Chairman Pat Miller  
c/o Sharla Dillon, Docket Manager  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, Tennessee 37243

Dear Chairman Miller

In re     Docket No 03-00585  
          "Interconnection Agreement" by and between Twin Lakes  
          Telephone Cooperative Corporation and Verizon Wireless  
          Tennessee Partnership d/b/a Verizon Wireless

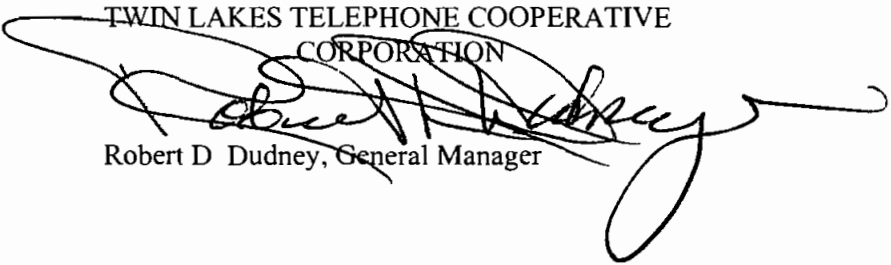
Transmitted herewith for inclusion in the above-referenced docket file, and for review and approval by the Tennessee Regulatory Authority, are an original and 13 copies of an "Interim Agreement" for interconnection and reciprocal compensation ("Agreement") by and between Twin Lakes Telephone Cooperative Corporation and Verizon Wireless Tennessee Partnership d/b/a Verizon Wireless. The agreement is to establish interim terms under which telecommunications traffic subject to reciprocal compensation will be exchanged between the parties pending the conclusion of the arbitration proceeding in Docket No 03-00585 and approval by the Tennessee Regulatory Authority of a final interconnection agreement.

Also enclosed is an additional copy of the Interconnection Agreement and cover letter which I would appreciate your stamping as "filed" and returning to me in the enclosed return envelope.

A check in the amount of \$50.00 made payable to the Tennessee Regulatory Authority is enclosed as payment of the filing fee. If any questions arise with regard to this filing you may contact me.

Very truly yours,

TWIN LAKES TELEPHONE COOPERATIVE  
CORPORATION

  
Robert D. Dudney, General Manager

RDD/ef

Enclosures (15)

## INTERIM AGREEMENT

THIS INTERIM AGREEMENT ("Interim Agreement") is entered into by and between Twin Lakes Telephone Cooperative Corporation, a Tennessee corporation and Incumbent Local Exchange Carrier ("ILEC" or "Twin Lakes"), and Verizon Wireless Tennessee Partnership d/b/a Verizon Wireless, a Delaware partnership ("Verizon Wireless"), with offices at 180 Washington Valley Road, Bedminster, NJ 07921, and is effective as of October 1, 2004 ("Effective Date") ILEC and Verizon Wireless may be individually referred to as a "Party," or collectively as "Parties "

WHEREAS, ILEC and Verizon Wireless are both parties to the arbitration proceeding before the Tennessee Rural Authority ("TRA"), Docket No 03-00585, to determine their various rights and obligations to interconnect pursuant to the Communications Act of 1934 as amended by the Telecommunications Act of 1996 (the "Act") and desire to enter into this Interim Agreement pending the conclusion of that proceeding and the approval by the TRA of a final interconnection agreement consistent with the decisions of the TRA in Docket No 03-00585 (the "Interconnection Agreement"),

WHEREAS, by its terms, the effectiveness of the Interconnection Agreement will be subject to both its full execution by the Parties and its submission to and approval by the Tennessee Regulatory Authority ("TRA"), and,

WHEREAS, pending the effectiveness of the Interconnection Agreement and pursuant to 47 C F R §51.715, the Parties wish to provide for interim terms under which telecommunications Traffic subject to reciprocal compensation will be exchanged between the Parties,

NOW THEREFORE, the Parties, in consideration of the foregoing and intending to be legally bound, hereby agree as follows

(a) Upon the mutual execution of this Interim Agreement, and pending the effectiveness of the Interconnection Agreement, ILEC and Verizon Wireless agree to mutually exchange telecommunications Traffic between the Parties for delivery to and termination upon the other Party's network. For the purposes of this Interim Agreement "Traffic" means all IntraMTA Traffic and InterMTA Traffic that originates on one Party's network and terminates on the other Party's network, whether transmitted by means of the Public Switched Telephone Network, by Voice over Internet Protocol, or otherwise, and is otherwise exchanged pursuant to this Interim Agreement

(b) Compensation shall reciprocally and symmetrically be due to each Party for terminating Traffic under this Interim Agreement at a rate of \$0.00667 per minute of use

(c) ILEC will be responsible for measuring (currently provided by the tandem operator) the total monthly minutes of use terminating into its network from Verizon Wireless' network. If Verizon Wireless is not able to measure the amount of land-to-

mobile Traffic it terminates from ILEC, ILEC shall provide measurement of such land-to-mobile Traffic. Should neither Verizon Wireless nor ILEC be able to measure the land-to-mobile Traffic, or should Verizon Wireless and ILEC not agree on the measured volumes of land-to-mobile Traffic, Verizon Wireless will bill ILEC based on the assumption that seventy percent (70%) of the Traffic exchanged between Verizon Wireless and ILEC is mobile-to-land Traffic terminated by ILEC, and that thirty percent (30%) of the Traffic exchanged between Verizon Wireless and ILEC is land-to-mobile local Traffic terminated by Verizon Wireless.

Bills will be sent to

Carrier            Verizon Wireless  
                      Attn: Mary London  
                      3100 West End Avenue  
                      Nashville, TN 37203  
                      615-386-5119

ILEC

Twin Lakes Telephone Cooperative Corporation  
Attn: General Manager  
P O Box 67  
Gainesboro, TN 38562

(d) Twin Lakes will continue to route land-to-mobile Traffic to Verizon Wireless' NPA-NXXs associated with the existing reverse billing arrangement over the direct interconnection facilities at Twin Lakes' Jamestown, TN end office switch as long as such reverse billing arrangement remains in effect. The Parties acknowledge that Verizon Wireless currently orders such direct connection facilities from Twin Lakes, that Verizon Wireless will continue to order these facilities pursuant to the existing terms and conditions that have been associated with these facilities, and that Twin Lakes will route calls to Verizon Wireless' reverse billed type 2 numbers over these facilities, until such time as the reverse billing arrangement is terminated.

(e) VZW will continue to route mobile-to-land Traffic to Twin Lakes indirectly via BellSouth, but commits to move to direct interconnection facilities to interconnect at Twin Lakes' Gainesboro, TN tandem switch. The point of interconnection for such facilities shall be a mutually agreeable meet point on ILEC's network. Each Party accepts one hundred percent (100%) of the responsibility to deliver its originated traffic to and receive the other Party's originated traffic from such mutually agreed upon meet point. Twin Lakes will route land-to-mobile Traffic to Verizon Wireless' NPA-NXXs associated with local or EAS rate centers over the tandem interconnection facilities, including calls to locally rated numbers that have ported to Verizon Wireless, even though such numbers may be associated with an LRN that is not locally rated.

(f) Verizon Wireless agrees to expeditiously pursue establishment of the direct tandem interconnection facilities referenced in section (e) above, with the expectation that such facilities will be established and operational within sixty (60) days of full execution of this Interim Agreement. In return, Twin Lakes agrees to route land-to-mobile Traffic to Verizon Wireless' NPA-NXXs associated with local or EAS rate centers indirectly via BellSouth's Nashville, TN tandem until such direct tandem interconnection facilities are available.

(g) Twin Lakes and Verizon Wireless will route Traffic indirectly should direct interconnection facilities be out of service, have insufficient capacity, or be otherwise unavailable.

(h) Twin Lakes shall include Verizon Wireless' NPA-NXXs associated with local or EAS rate centers in Twin Lakes' local calling scope during the term of this interim agreement and the definitive interconnection and reciprocal compensation agreement, provided that direct interconnection facilities to a point of interconnection on the network of Twin Lakes are established by Verizon Wireless, as set forth in sections (e) and (f) above, over which Twin Lakes may deliver this Traffic.

(i) To the extent mobile-to-land Traffic is delivered indirectly, Twin Lakes shall bill Verizon Wireless, and Verizon Wireless shall pay Twin Lakes, based upon the billing records Twin Lakes generates using its A-Link monitor.

(j) Subject to section (c) above, to the extent land-to-mobile and mobile-to-land Traffic is delivered over direct interconnection facilities, including land-to-mobile Traffic to Verizon Wireless' NPA-NXXs included in a reverse billing arrangement, the terminating carrier will bill the originating carrier for the measured minutes of use ("MOUs").

(k) This Interim Agreement shall be superseded and replaced by the Interconnection Agreement upon approval of the Interconnection Agreement by the TRA, at which time any differences between the Interim Agreement rate and the reciprocal compensation rate agreed or imposed by the TRA shall be subject to true up. Each of the Parties shall remain responsible for the performance of duties incurred but not performed, and retain rights accrued but not exercised during the term of this Interim Agreement. This Interim Agreement shall remain in full force and effect until the approval of a final interconnection agreement between the Parties by the TRA. Upon the effective date of a final agreement between the parties, the Parties agree to true-up any payments made pursuant to the Interim Agreement with those which would otherwise have been due if the final agreement had been in place as of the effective date of this Interim Agreement.

(l) By entering into this Interim Agreement, neither Party waives its right to take public policy, legal or regulatory positions in any court or hearing, including Docket No. 03-00585.

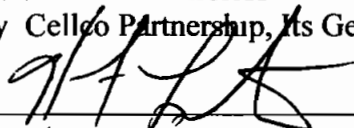
(m) This Interim Agreement shall be governed by and construed in accordance with Federal law and the laws of the State of Tennessee without regard to choice of law principles thereof

(n) Any amendment, modification, or supplement to this Interim Agreement must be in writing and signed by authorized representatives of both of the Parties

(o) Each Party's charges for facilities and arrangements provided to the other Party pursuant to this Interim Agreement shall be agreed upon between the Parties

IN WITNESS WHEREOF, the Parties have executed this Interim Agreement as of the date last below written

Verizon Wireless Tennessee Partnership  
d/b/a Verizon Wireless  
By Cello Partnership, its General Partner

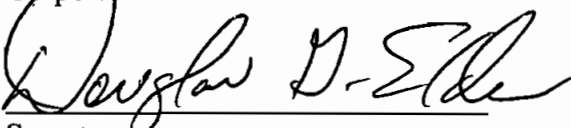
  
\_\_\_\_\_  
Signature

Hans Leutenegger  
Name Printed/Typed

Area Vice President, Network  
Title

1/10/06  
Date

Twin Lakes Telephone Cooperative  
Corporation

  
\_\_\_\_\_  
Signature

Douglas G Elder  
Name Printed/Typed

President, Board of Directors  
Title

January 4, 2006  
Date

## SERVICE ATTACHMENT

### Section 1 – *Description*

ILEC's interconnection location      Gainesboro, Tennessee

Carrier Name                                  Verizon Wireless

Carrier OCN    6673

Legal Entity    Verizon Wireless Tennessee Partnership d/b/a Verizon Wireless

### Section 2 - *Usage Sensitive Charges*

2 1      Charges for Reciprocal Transport and Termination of Local Traffic Interchanged  
Between The Parties

The rates in this Section 2 constitute compensation to the Parties for both the transport and termination of local telecommunications Traffic interchanged between them

2 2      Interim Rate    \$0 00667

2 3      InterMTA Factor      3% (50% interstate 50% intrastate)

Section 3 - *Scope* The Parties agree that the terms in this Service Attachment are interim in nature and remain subject to negotiation of a final Agreement