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T.R.A. DOCKET ROOM

September 27, 2006

Via Overnight Delivery

Ms. Sara Kyle, Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37423-0505

Re: *Petition for Approval of the Mutual Traffic Exchange Agreement Between
TDS Telecom and Cinergy Communications Company Pursuant to Sections
251 and 252 of the Telecommunications Act of 1996,
Docket # 06-00250*

Dear Chairman Kyle:

Enclosed please find 14 copies of the Interconnection Agreement between Cinergy Communications Company and TDS Telecom submitted for Tennessee Regulatory Authority approval pursuant to Section 252(e) of the Telecommunications Act of 1996.

Should you have any questions regarding this filing, you may contact me at (865) 671-4758.

Sincerely,

Linda Lowrance
Manager- Interconnection

Enclosures

cc: Amy Leisinger- Cinergy (w/o enclosures)
Bruce Mottern (w/o enclosures)

P.O. BOX 22995
KNOXVILLE, TN 37933-0995

9737 COGDILL ROAD, SUITE 230
KNOXVILLE, TN 37932

TELEPHONE: 865.966.4700
FAX: 865.675.3881

MUTUAL TRAFFIC EXCHANGE AGREEMENT
TENNESSEE

This Mutual Traffic Exchange Agreement ("Agreement") is made effective September 1, 2006 by and between the TDS Telecommunications Corporation subsidiaries or affiliates identified on Schedule I attached hereto and made a part here of (collectively "TDS TELECOM"), and Cinergy Communications Company, a Kentucky corporation with its principal place of business at 8829 Bond Street, Overland Park, KS 66214 ("CCC").

In consideration of the mutual obligations set forth below, the Parties agree to the following terms and conditions:

Section I

Scope of Agreement

CCC and TDS TELECOM (individually, a "Party" and collectively, the "Parties") agree to exchange all Local Traffic, Extended Area Service traffic ("EAS"), ISP-Bound Traffic, Optional Call Plan ("OCP") traffic, interLATA and intraLATA toll traffic (where applicable) with one another either by direct interconnection of their respective networks or by transiting such traffic through third party LEC tandems. "Local Traffic" means traffic that is originated by a customer of one Party on that Party's network and terminates to a customer of the other Party on that other Party's network within a given local calling area or expanded service ("EAS") area, as defined in TDS TELECOM's effective local exchange tariffs. Local traffic must actually originate and actually terminate to customers physically located within the rate center area of the defined local calling or EAS area. Reciprocal compensation for the transport and termination of Local Traffic shall initially be on a bill and keep basis according to Section III below.

Local Traffic does not include Optional Calling Plans (i.e. optional rate packages that permit the end user to choose a local calling scope beyond their basic local calling area for an additional fee). OCP traffic, interLATA and intraLATA toll traffic that is currently defined by TDS TELECOM as switched access in TDS TELECOM's tariffs shall be billed according to Section IV below to the extent it is not inconsistent with applicable access tariffs and applicable law.

Local Traffic does not include ISP-Bound Traffic which, for purposes of this Agreement, is defined as traffic that is transmitted to an Internet Service Provider ("ISP") consistent with the FCC's ISP Remand Order (FCC 01-131), 16 F.C.C. Rcd. 9151 (2001). The Parties agree that compensation for the transport and termination of ISP-Bound Traffic shall initially be on a bill and keep basis subject to Section III below.

TDS TELECOM and CCC have a fundamental disagreement on compensation of Internet Service Provider (ISP) Traffic which terminates outside of TDS TELECOM's local calling area. TDS TELECOM's position remains that all calls outside of the local calling area are subject to access charges. CCC's position is that all ISP-Bound Traffic is subject to the FCC's Order on Remand and Order in CC Dockets No. 96-98 and 99-68, In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-bound Traffic released on April 27, 2001 ("FCC ISP Remand Order"); and the FCC's Order on Petition of Core Communications, Inc. for Forbearance Under 47 U.S.C. § 160(c) from Application of the *ISP Remand Order* released October 18, 2004 ("Core Forbearance Order"). Execution of this Agreement does not waive or prejudice any positions

either Party has taken previously or may take in the future in any legislative, regulatory, or other public forum addressing any matters, including matters specifically related to, the types of arrangements prescribed in this Agreement.

In the event that any of the rates, terms and/or conditions of the Agreement related to compensation for the termination of ISP Traffic, or any of the laws or regulations that were the basis for those rates, terms and /or conditions are invalidated, modified or stayed by any action of any state or federal regulatory body or court of competent jurisdiction either Party may file a written request to the other Party to have the provision modified, invalidated or stayed consistent with the decision of the governing body.

Section II

Connection Arrangements

Direct Interconnection:

At CCC's request, TDS TELECOM and CCC will physically interconnect their facilities at a TDS TELECOM office or another mutually agreed upon Point(s) of Connection ("POC") at a technically feasible point on TDS TELECOM's network, and interchange traffic between their respective customers. CCC will establish a minimum of one POC in each LATA.

CCC shall provide its own facilities and transport for the delivery of traffic to and/or from its switch to a mutually acceptable point(s) of connection for interconnection to the TDS TELECOM network. Alternatively, CCC may purchase facilities from a third party or from TDS TELECOM for the delivery of such traffic. Rates for facilities and transport or other services purchased from TDS TELECOM are specified in TDS TELECOM's applicable Local or Access Tariff. The rate for two-way facilities provided by TDS TELECOM and dedicated to traffic between CCC and TDS TELECOM will be reduced by the portion of TDS TELECOM originated traffic carried on those facilities.

The Point(s) of Connection between TDS TELECOM and CCC are defined in Schedule II, which is incorporated by reference. This Agreement shall not preclude TDS TELECOM and CCC from entering into additional direct interconnection arrangements in the future if such arrangements are technically feasible and economically beneficial, in which case, Schedule II shall be amended to reflect such additional arrangements.

One-way or Two-way direct End Office trunk group(s) for Local Traffic shall be established between a CCC switch and a TDS TELECOM End Office switch. Overflow from either end of the direct End Office trunk group will be alternate routed to the appropriate access tandem.

Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). Where two-way trunk group(s) are used, they shall be jointly provisioned and maintained. CCC will have administrative control for the purpose of issuing ASRs on two-way trunk groups. Both Parties will jointly manage the capacity of local interconnection trunk groups. Either Party may send a Trunk Group Service Request (TGSR) to the other Party to trigger changes to the local interconnection trunk groups based on capacity assessment. The Parties agree that neither Party shall alter trunk sizing without first conferring with and obtaining agreement by the other Party.

Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. Each Party agrees to provide reasonable notice of changes in the information necessary for the transmittal and routing of services using facilities or networks, as well as other changes that affect the interoperability of those respective facilities or networks.

Indirect Interconnection:

The Parties agree that all traffic not exchanged via direct interconnection shall be exchanged by transiting such traffic through third party Local Exchange Carrier tandems. For purposes of exchanging indirect traffic, there is no physical or direct point of interconnection between the Parties, therefore neither Party is required to construct new facilities or make mid-span meet point arrangements available to the other party for indirect traffic.

Notwithstanding any other provision to the contrary, once the indirect traffic volume levels between CCC and TDS TELECOM exceeds a DS1 equivalent of traffic, the parties shall establish a physical point of interconnection for the exchange of traffic upon mutual agreement.

Section III Compensation for Local Traffic

CCC and TDS TELECOM agree to terminate each other's Local Traffic and ISP-Bound Traffic on a bill and keep basis of reciprocal compensation. Under Bill and Keep, each Party retains the revenue it receives from end user customers, and neither Party pays the other Party for terminating Local Traffic and ISP-Bound Traffic which is subject to the Bill and Keep compensation mechanism.

Either Party may cancel Bill and Keep compensation arrangements if it is determined that either Party is terminating more than sixty percent (60%) of the Parties' total terminated minutes for Local Traffic, for three consecutive months and by providing sixty (60) days written notice to the other Party.

If either Party does deliver such written notice, the Parties will negotiate an amendment to this Agreement reflecting charges to be assessed by each Party for terminating Local Traffic and ISP-Bound Traffic. If the Parties are unable to negotiate such an amendment within ninety (90) days, the Parties agree to resolve the issue under the dispute resolution section of this Agreement.

Section IV Compensation for Toll Traffic

Each Party will generate a monthly bill for switched access for interLATA and intraLATA toll traffic and OCP traffic, as applicable, to the other Party for traffic to and from its end offices. Compensation for interLATA and intraLATA toll traffic and OCP traffic shall be calculated by applying the access rates set forth in each Party's respective filed applicable tariff. As rates change, the latest effective rates will be used. For any traffic originating with a third party carrier and delivered by CCC to TDS TELECOM, CCC shall pay TDS TELECOM the same amount that such third party carrier would have been obligated to TDS TELECOM for termination of that traffic at the location the traffic is delivered to TDS TELECOM by CCC.

Section V

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Section VI

Billing

To calculate intrastate access charges, each Party shall provide to the other, within twenty (20) calendar days after the end of each quarter (commencing with the first full quarter after the effective date of this Agreement), a PLU (Percent Local Usage) factor. Each company should calculate the PLU factor on a LATA basis using their originating intraLATA minutes of use. The percentage of originating Local traffic to total intrastate (Local, EAS, OCP and toll) originating traffic would represent the PLU factor.

Each Party shall keep adequate records of usage. Either Party may request an audit of usage data on no less than thirty (30) business days' written notice. Any such audit shall be accomplished during normal business hours at the office of the Party being audited. Audits shall be requested within twelve (12) months of having received the PLU factor and usage reports from the other Party, and shall be conducted no more frequently than semi-annually.

Each Party agrees that to the extent it has the ability to accurately capture the actual usage exchanged between the Parties, it will use actual usage for calculating any necessary compensation under this Agreement.

The Parties shall be governed by applicable state and federal rules, practices, and procedures regarding the provision and recording of billing records.

Section VII

Office Code Translations

It shall be the responsibility of each Party to program and update its own switches and network systems in accordance with the Local Exchange Routing Guide ("LERG") in order to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities, except as expressly set forth in this Agreement.

Unless mandated otherwise by a Commission Order, the Rate Center Areas will be the same for each Party. During the term of this Agreement, in all areas where CCC's service area overlaps the service area of an incumbent LEC, CCC shall adopt the Rate Center Areas and Rate Center Points that the Commission has approved for the incumbent LEC. CCC shall assign whole NPA-NXX codes to each Rate Center in compliance with the industry approved Central Office Code (NXX) Assignment Guidelines (most current version) unless the LEC industry adopts alternative methods of utilizing NXXs, such as thousand block number pooling, in a manner adopted by the NANPA. CCC shall terminate all calls to individual codes to customers physically located within the codes' respectively assigned Rate Centers. CCC shall not assign a number out of an NXX code to a person or entity that does not have a physical presence in the assigned Rate Center for that code.

Section VIII

SS7 Signaling

CCC and TDS TELECOM agree to interconnect their SS7 (Signaling System 7) networks either directly or through third parties. CCC and TDS TELECOM further agree to exchange ISUP (Integrated Services Digital Network User Part) and TCAP (Transaction

Capabilities Application Part) messages. The Parties agree to set message screening parameters so as to accept messages from any switching systems destined to any signaling point in the SS7 network with which the Parties have a legitimate signaling relation. The Parties further agree to exchange and load point code information in a reasonable and timely manner in accordance with standard industry practices. Neither Party shall bill the other Party for exchange of TCAP messages when TCAP is used to support CLASS end user service features (switch to switch TCAP). This provision shall not be construed to require TDS TELECOM to convert its networks to SS7.

Section IX

Operator Services

Each Party shall maintain and keep current its own customer information (i.e., directory assistance listing information, including name, address, phone number, nonlisted and nonpublished indicators, caption information, and other information TDS TELECOM provides to third party LECs) in currently available databases used in the provision of intercompany operator services (e.g., local assistance, directory assistance, directory assistance call completion, busy line verification/interrupt), and shall ensure that the other Party can obtain access to such information.

Section X

Term of Agreement

This Agreement shall commence when fully executed and have an initial term of one (1) year provided that either Party shall have the right to terminate this agreement with or without cause on sixty (60) days notice. This Agreement shall automatically renew for successive one year periods unless terminated as provided above.

Section XI

Dispute Resolution

Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating Party's representative in the negotiation. The other Party shall have ten (10) business days to designate its own representative in the negotiation. The Parties' representatives shall meet at least once within forty-five (45) days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties' representative may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.

If the Parties have been unable to resolve the dispute within sixty (60) days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including but not limited to, instituting an appropriate proceeding before the Commission.

Section XII

Limitation of Liability

Neither Party shall be liable to the other for any lost profits or revenues or for any indirect, incidental, special or consequential damages arising out of or related to this Agreement or the provision of service hereunder. A Party's liability shall not be limited with respect to its indemnification obligations under this Agreement.

Section XIII

Indemnification

Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party ("Indemnified Party") from and against any loss, cost, claim, liability, damage expense (including reasonable attorney's fees) to third parties, relating to or arising out of the libel, slander, invasion of privacy, misappropriation of a name or likeness, negligence or willful misconduct by the Indemnifying Party, its employees, agents, or contractors in the performance of this Agreement or the failure of the Indemnifying Party to perform its obligations under this Agreement. In the event said loss, cost, claim, liability, damage or expense to third parties is the result of the fault, in whole or in part, of both Parties to this Agreement, the Parties shall be entitled to indemnification or contribution to the extent permitted by applicable state law governing the apportionment, if any, of said loss, cost, claim, liability, damage or expense. In addition, the Indemnifying Party shall, to the extent of its obligations to indemnify hereunder, defend any action or suit brought by a Third Party against the Indemnified Party.

The Indemnified Party shall (i) notify the Indemnifying Party promptly in writing of any written claims, lawsuits, or demand by third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section and (ii) tender the defense of such claim, lawsuit or demand to the Indemnifying Party. The Indemnified Party also shall cooperate in every reasonable manner with the defense or settlement of such claim, demand, or lawsuit. The Indemnifying Party shall keep the Indemnified Party reasonably and timely apprised of the status of the claim, demand or lawsuit. The Indemnified Party shall have the right to retain its own counsel, at its expense, and participate in but not direct the defense.

The Indemnifying Party shall not be liable under this Section for settlements or compromises by the Indemnified Party of any claim, demand, or lawsuit unless the Indemnifying Party has approved the settlement or compromise in advance or unless the defense of the claim, demand, or lawsuit has been tendered to the Indemnifying Party in writing and the Indemnifying Party has failed to promptly undertake the defense.

Section XIV

Force Majeure

Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, or unusually severe weather. In the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delaying Party shall perform its obligations at a performance level no less than that which it uses for its own operations.

Section XV

Agency

Nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other.

Section XVI

Nondisclosure of Proprietary Information

The Parties agree that it may be necessary to exchange certain confidential information during the term of this Agreement including, without limitation, technical and business plans, technical information, proposals, specifications, drawings, procedures, orders for services, usage information in any form, customer account data and Customer Proprietary Network Information ("CPNI") as that term is defined by the Communications Act of 1934, as amended, and the rules and regulations of the Federal Communications Commission and similar information ("Confidential Information"). Confidential Information shall include (i) all information delivered in written form and marked "confidential" or "proprietary" or bearing mark of similar import; and (ii) information derived by the Recipient from a Disclosing Party's usage of the Recipient's network. The Confidential Information is deemed proprietary to the Disclosing Party and it shall be protected by the Recipient as the Recipient would protect its own proprietary information. Confidential Information shall not be disclosed or used for any purpose other than to provide service as specified in this Agreement. For purposes of this Section 14, the Disclosing Party shall mean the owner of the Confidential Information, and the Recipient shall mean the Party to whom Confidential Information is disclosed.

Recipient shall have no obligation to safeguard Confidential Information (i) which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party, (ii) after it becomes publicly known or available through no breach of this Agreement by Recipient, (iii) after it is rightfully acquired by Recipient free of restrictions on the Disclosing Party, or (iv) after it is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential information had not been previously disclosed. Recipient may disclose Confidential Information if required by law, a court, or governmental agency. Each Party agrees that Disclosing Party would be irreparably injured by a breach of this Agreement by Recipient or its representatives and that Disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this paragraph. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.

Section XVII

Notices

Bills 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 CCC to:

Business Name:	Cinergy Communications Company
Mailing Address:	8829 Bond Street.
City/State/Zip Code:	Overland Park, KS 66214
Attention:	Margin Assurance
Contact Phone Number:	1-800-599-1000

Notices shall be effective three (3) business days of being sent via registered mail with return receipt requested, in the case of CCC to:

Business Name: Cinergy Communications Company
 Mailing Address: 8829 Bond Street
 City/State/Zip Code: Overland Park, KS 66214
 Attention: Regulatory

With Copy to: Carrier Relations
 Cinergy Communications Company
 3701 Communications Way
 Evansville, IN 47715

Notices shall be effective three (3) business days of being sent via registered mail with return receipt requested in the case of TDS TELECOM to:

Business Name: TDS Telecommunications Corporation
 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: Carrier Relations
 Contact Phone Number: (865) 966-4700

With a copy to:

Business Name: TDS Telecommunications Corporation
 Mailing Address: P. O. Box 5366
 City/State/Zip Code: Madison, WI 53705-0366
 Attention: Grant Spellmeyer, Director- Legal Affairs & Carrier Relations

Bills 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 TELECOM to:

Business Name: TDS TELECOM
 Mailing Address: P.O. Box 5158
 City/State/Zip Code: Madison, WI 53705-5158
 Attention: Carrier Service Center

or to such other location as the receiving Party may direct in writing. Payments are to be made to the address indicated on the invoice.

Section XVIII

Severability

If any part of this Agreement is held to be invalid for any reason, such invalidity shall affect only the portion of the Agreement that is invalid. In all other respects this Agreement shall stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect.

Section XIX

Assignment

This Agreement shall be binding upon, and inure to the benefit of, the 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 upon written notice 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 XX
Entire Agreement

This Agreement, including all Attachments and subordinate documents attached hereto or referenced herein, all of which are hereby incorporated by reference herein, constitute the entire matter thereof, and supersede all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof. If any provision of this Agreement is invalidated or modified as a result of any order or finding by the FCC, the Commission or a court of competent jurisdiction, the Parties shall negotiate in good faith any modifications to this Agreement that may be required as a result of such order or finding. No modification or waiver of any provisions of this Agreement shall be effective unless in writing and signed by both Parties.

Section XXI
Multiple Counterparts

This Agreement may be executed in counterparts and such counterparts shall together constitute one and the same instrument.

Section XXII
Certification

Notwithstanding any other provision of this Agreement, TDS TELECOM shall have no obligation to perform under this Agreement until such time as CCC has obtained public service commission authorization as is required by law as a condition for conducting business in the state.

Section XXIII
Miscellaneous

By entering into this Agreement, TDS TELECOM does not concede that this is, and is not estopped from asserting that it is not, an interconnection agreement under 47 USC 251(c), nor does TDS TELECOM waive, or is it estopped from asserting, any rural exemption that it may have under 47 USC 251(f). This Agreement is for the exchange of traffic, not the interconnection of TDS TELECOM and CCC as competing service providers.

**Section XXIV
Governing Law**

To the extent not governed by, and construed in accordance with, the laws and regulations of the United States, this Agreement shall be governed by, and construed in accordance with, the laws and regulations of the state of Tennessee, without regard to its conflicts of laws principles.

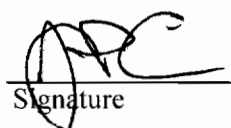
**By: TDS Telecommunications
Corporation (not individually but as
agent for the TDS TELECOM affiliates
identified on Schedule I)**

 9/13/06
Signature Date

Louis D. Reilly, III
Typed Name

Director-Carrier Relations
Typed Title


Cinergy Communications Company

 9/05/06
Signature Date

John P. Cinelli
Typed Name

as President
Typed Title

Approved as to form

By  Legal 8/28/06
Date

Signature Page to Mutual Traffic Exchange Agreement between the TDS Telecommunications Corporation subsidiaries or affiliates identified on Schedule I and Cinergy Communications Company dated September 1, 2006.

Schedule I

Tennessee Telephone Company

Schedule II
Points of Connection

No direct interconnection at this time.