

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

ILLINOIS BELL TELEPHONE COMPANY)
(AT&T Illinois) and)
and NTS Services Corp.)
) **07 - _____**
Joint Petition for Approval of Interconnection)
Agreement dated January 10, 2007,)
pursuant to 47 USC. § 252)

JOINT PETITION FOR APPROVAL OF
INTERCONNECTION AGREEMENT BETWEEN
NTS SERVICES CORP. AND AT&T ILLINOIS

Illinois Bell Telephone Company (“AT&T Illinois”) and NTS Services Corp. (“NTS”), through their respective counsel and pursuant to Section 252(e) of the Telecommunications Act of 1996 47 USC. § 252(c), (the “Act”), hereby request that the Commission review and approve on an expedited basis the attached Interconnection Agreement dated January 10, 2007 (“Agreement”), which has been adopted by NTS pursuant to Section 252(i) of the Act. Expedited approval is requested so that NTS and AT&T Illinois may proceed to operate promptly under the terms of the Agreement. In support of their request, the parties state as follows:

1. The Agreement is a result of NTS’ adoption of the terms of the Interconnection Agreement between AT&T Illinois and Aero Communications, L.L.C, pursuant to Section 252(i) of the Act. The Commission has already reviewed and approved that agreement.

2. As set forth in the attached Verification of Eddie A. Reed, Jr., AT&T Illinois will make the Agreement available to any other telecommunications carrier operating within its territory. Other carriers are also free to negotiate their own terms and conditions pursuant to the applicable provisions of the Act. For this reason, the Agreement is not discriminatory.

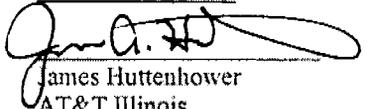
3. In addition, Mr. Reed’s Verification demonstrates that implementation of the Agreement is consistent with the public interest because it will promote facilities-based local exchange competition and enhance NTS’ ability to provide Illinois telecommunications users with a facilities-based, competitive alternative for local telephone services.

4. Copies of the Agreement are available for public inspection in AT&T Illinois and NTS’ public offices.

WHEREFORE, AT&T Illinois and NTS respectfully request that the Commission approve the attached interconnection Agreement under Section 252(c) of the Act as expeditiously as possible.

Respectfully submitted this 30th day of January, 2007.

AT&T ILLINOIS


James Huttenhower
AT&T Illinois
225 West Randolph Street, 25D
Chicago, Illinois 60606
(312) 727-1444
Counsel

NTS SERVICES CORP.


Daniel L.R. Johnson
NTS Services Corp.
205 Enterprise Drive
Pekin, IL 61554
(309) 353-5632
President

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STATEMENT IN SUPPORT OF JOINT PETITION FOR APPROVAL

I, Eddie A. Reed, Jr., am Director-Contract Management for Southwestern Bell Telephone, LP, d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas/Illinois Bell Telephone Company Negotiations and Interconnection, and submit this Statement in Support of the Joint Petition for Approval of a Interconnection Agreement between NTS and AT&T Illinois.

The attached interconnection agreement (the "Agreement") between Illinois Bell Telephone Company ("AT&T Illinois") and NTS Services Corp. ("NTS") represents AT&T Illinois' compliance with NTS' statutory rights under Section 252(i) of the Act. Accordingly, AT&T Illinois and NTS request approval pursuant to Sections 252(a)(i) and 252(e) of the Telecommunications Act of 1996 (sometimes referred to as the "Act").

In accordance with Section 252(i) of the Act, NTS adopted the terms of the Agreement between AT&T Illinois and Aero Communications, LLC dated September 14, 2005. The Agreement shall expire January 01, 2007, although it has been extended pursuant to an automatic renewal provision. The Agreement establishes the financial and operational terms for: the physical interconnection between AT&T Illinois' and NTS networks based on mutual and reciprocal compensation; unbundled access to AT&T Illinois' network elements, including AT&T Illinois' operations support system functions; physical collocation; number portability; resale; and a variety of other business relationships. Upon expiration of the initial term, absent the receipt by one Party of written notice from the other Party not earlier than 180 calendar days prior to the expiration of the Term to the effect that such Party does not intend to extend the Term (Notice of Expiration), this Agreement shall remain in full force and effect on and after the expiration of the Term until terminated by either Party. The key provisions of the Agreement are summarized as follows:

Collocation – Section 251(c)(6)

Collocation will be provided pursuant to the applicable Appendix Collocation.

Database Access

AT&T shall provide NTS nondiscriminatory access to databases and associated signaling necessary for call routing and completion pursuant to the applicable Appendix UNE.

Arbitrated Interconnection pursuant to Section 251(c)(2)(A), (B), and (C): 47CFR §51.305(a)(1)

AT&T shall provide to NTS Arbitrated Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic pursuant to the applicable Appendix Interconnection Trunking Requirement (ITR).

Number Portability – Section 251(b)(2)

The Parties shall provide to each other Permanent Number Portability (PNP) on a reciprocal basis as outlined in the applicable Appendix Number Portability.

Other Services

- ◆ 911 and E911 Services, AT&T will make nondiscriminatory access to 911 and E911 services available under the terms and conditions of the applicable Appendix 911.
- ◆ AIN, AT&T will provide NTS with access to Advanced Intelligent Network (AIN) platform, AIN Service Creation Environment (SCE) and AIN Service Management System (SMS) based upon ILEC-specific rates, terms, conditions and means of access to be Arbitrated by the Parties.
- ◆ Directory Assistance (DA), AT&T will provide nondiscriminatory access to DA services under the terms and conditions identified in the applicable Appendix DA.
- ◆ Operator Services (OS), AT&T shall provide nondiscriminatory access to Operator Services under the terms and conditions identified in the applicable Appendix OS.
- ◆ Signaling System 7 Arbitrated Interconnection, AT&T shall perform SS7 Arbitrated Interconnection services for CLEC pursuant to the applicable Appendix SS7
- ◆ Resale, AT&T shall provide to NTS Communication Services for resale at wholesale rates pursuant to the applicable Appendix Resale.
- ◆ Unbundled Network Elements, NTS agrees to provide AT&T with those services as required by Section 251(b) and/or 251(c) of the Act, if applicable.
- ◆ Access to Toll Free Calling Database provided by the applicable AT&T - Appendix 800.
- ◆ Digital Subscriber Line (DSL) and the High Frequency Portion of the Loop (HFPL) - Appendix DSL
- ◆ Terms and conditions under which AT&T and NTS will compensate each other for the joint provision of intraLATA Foreign Exchange (FX) Services - Appendix Foreign Exchange
- ◆ Terms and condition under which Reciprocal Compensation provided by AT&T and NTS – Appendix Reciprocal Compensation

The parties further acknowledge that on April 27, 2001, the FCC released its Order on Remand and Report 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* (ISP Intercarrier Compensation Order). By executing and filing the Agreement and carrying out the intercarrier compensation rates, terms and conditions in the Agreement, AT&T Illinois does not waive any of its rights, and expressly reserves all of its rights, under the ISP Intercarrier Compensation Order, including, but not limited to, its right to exercise its option at anytime in the future to invoke the Intervening Law or Change of Law provisions and to adopt, on a date specified by AT&T Illinois, the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions.

Under the Act, the Commission may reject the Agreement only if the Agreement or a portion thereof "...discriminates against a telecommunications carrier not a party to the agreement" or "...implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity".

The Agreement is not discriminatory. AT&T Illinois will make this Agreement available to any other telecommunications carrier operating within AT&T Illinois' service territory. Other telecommunications carriers can negotiate their own arrangements pursuant to the applicable provisions of the Act.

The Agreement is consistent with the public interest, convenience and necessity. It is a comprehensive agreement that tailors the interconnection and service arrangements previously approved by the Commission for facility based competition to meet the individual needs of the parties and thereby will promote facility-based, local exchange competition -- one of the primary purposes of the Act and a long-standing goal of this Commission. The Agreement will enhance NTS' ability to quickly begin providing residential and business subscribers in AT&T Illinois' service territory with a facilities-based, competitive alternative for their local exchange service. Under the Agreement, customers will be able to choose NTS instead of AT&T Illinois for their local service, they will be able to change companies without changing telephone numbers, and they will be able to call NTS' customers and customers of other LECs without dialing special codes.

The Agreement meets all the requirements of the Act and the Commission should approve it.

STATE OF TEXAS)
)
COUNTY OF DALLAS)

VERIFICATION

Eddie A. Reed, Jr., being duly sworn, states on oath that he is Director-Contract Management for Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas/Illinois Bell Telephone Company d/b/a AT&T Illinois Negotiations and Interconnection, and that the facts stated in the foregoing Joint Petition for Approval of Agreement and Statement in Support of Joint Petition for Approval are true and correct to the best of his knowledge, information and belief.



Eddie A. Reed, Jr.

Subscribed and sworn to before me this 9th day of January, 2006.



Notary Public

