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September 7, 2005

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SOUTH DAKOTA PUBLIC
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Ms. Pam Bonrud, Executive Director
South Dakota Public Utilities Commission
500 East Capitol Avenue
Pierre, SD 57501

RE: *TC 03-193 In the Matter of the Petition of RCC Minnesota, Inc., and Wireless Alliance, LLC, for Designation as an Eligible Telecommunications Carrier under 47 USC § 214(e)(2)*

Dear Ms. Bonrud:

Enclosed herewith the original and ten copies of Adoption Agreements between Alliance Communications Cooperative, Inc., and RCC Minnesota, and Wireless Alliance, respectively. Please do not hesitate to contact me if you have any questions. By copy of this correspondence, I am intending service by mail on the interested parties.

Sincerely,

CUTLER & DONAHOE, LLP



Meredith A. Moore
For the Firm

MAM/jlh
Enclosures

cc: Mr. Don Snyders
Mr. Phil Schenkenberg

**InterMTA Factor Agreement Between
Alliance Communications Cooperative and
Rural Cellular Corporation**

RECEIVED
SEP 08 2005
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UTILITIES COMMISSION

Rural Cellular Corporation (RCC) has decided to opt into the "Reciprocal Interconnection, Transport and Termination Agreement" (WWC Agreement) between Alliance Communications Cooperative, Inc. (Alliance) and WWC License L.L.C. (WWC), which was approved by the South Dakota Public Utilities Commission on December 17, 2004 (RCC and Alliance referred to herein as the Parties), which opt-in is deemed effective as of October 23, 2004.

The WWC Agreement between Alliance and WWC is in effect for three (3) years after January 1, 2003. Thereafter, the WWC Agreement will automatically renew for additional one (1) year terms, unless either Party gives the other Party written notice of intent to terminate at least sixty (60) days prior to the expiration date of the initial or renewed term. Alliance will give RCC notice of any such termination.

Alliance and RCC by this Agreement seek to define the InterMTA factor that will apply to the CMRS traffic that RCC will terminate to Alliance pursuant to the adopted WWC Agreement. Section 7.2.3 of the WCC Agreement provides:

For billing purposes, if either Party is unable to classify on an automated basis the traffic delivered by CMRS as local traffic or interMTA traffic, a Percent InterMTA Use (PIU) factor will be used, which represents the estimated portion of interMTA traffic delivered by CMRS provider.

The initial PIU factor to be applied to total minutes of use delivered by the CMRS Provider shall be 3.0%. This factor shall be adjusted three months after the executed date of this Agreement and every six months thereafter during the term of this Agreement, based on a mutually agreed to traffic study analysis. Each of the Parties to this Agreement is obligated to proceed in good faith toward the development of a method of traffic study that will provide a reasonable measurement of terminated InterMTA traffic.

A Reciprocal Compensation Credit shall be calculated and applied to the billing from Telephone Company to the CMRS Provider to provide compensation for wireline to wireless traffic that the CMRS Provider receives from Telephone Company for termination. The amount of this credit shall be determined by applying the Reciprocal Compensation Credit formula set forth in Appendix A. The Reciprocal Compensation Credit will appear on the monthly or quarterly bill issued by Telephone Company as a credit against amounts due and payable from CMRS Provider to Telephone Company.

The Parties have agreed that they have no existing direct interconnections between their respective networks. The Parties have further agreed that RCC's CMRS network is located entirely within the Minneapolis MTA and RCC will not terminate any of its own interMTA traffic or InterMTA traffic of other carriers being transported on the RCC network to Alliance. Any RCC CMRS traffic roaming outside of the Minneapolis MTA will be terminated to IXC's or other carriers who will be obligated to pay Alliance's switched access terminating tariff rates for any such traffic delivered to Alliance. Therefore, the Parties hereby agree that under Section 7.2.3 the interMTA factor applied to RCC's CMRS traffic terminated to Alliance shall be zero. Should RCC's operations stated herein change and

it starts to terminate any InterMTA traffic, such traffic will be estimated or studies will be conducted to set an appropriate InterMTA factor.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives.

**ALLIANCE COMMUNICATIONS
COOPERATIVE, INC.**

RURAL CELLULAR CORPORATION

BY: *Don Smolders*
(Signature)

BY: *David J. Del Zoppo*
(Signature)

NAME: *Don Smolders*
(Printed)

NAME: *David J. Del Zoppo*
(Printed)

Vice President, Finance and Accounting

TITLE: *General Manager*

TITLE: _____

DATE: *8-3-05*

DATE: *8/19/05*