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March 16, 2005

FILED²

MAR 17 2005

**Missouri Public
Service Commission**

VIA OVERNIGHT EXPRESS

Dale Hardy Roberts, Secretary
Missouri Public Service Commission
200 Madison Street, Suite 100
P.O. Box 360
Jefferson, City, MO 65102-0360

**Re: Application of Nextel West Corp. d/b/a Nextel for
Approval of an Amendment to Its Interconnection
Agreement With Southwestern Bell Telephone L.P.
d/b/a SBC Missouri, Pursuant to Section 252(e) of the
Telecommunications Act of 1996**

Dear Judge Roberts:

On behalf of Nextel West, Inc. (Nextel) enclosed for filing in the above referenced matter is the original and eight (8) copies of the Application to approve Amendment to Interconnection Agreement by and Between Southwestern Bell Telephone, L.P. d/b/a SBC Missouri and Nextel West Corp. Also enclosed is an extra copy of this filing with a self-addressed stamped envelope. Please stamp the extra copy "filed" and return the extra copy to us in the enclosed self-addressed stamped envelope.

Sincerely,



Martin C. Rothfelder

MCR/ljh

Enclosure

cc: Office of Public Counsel – 2 copies

Bob Edgerly

Kent Nakamura

Leo Bub

Mimi McDonald

Paul Lane

Dana K. Joyce

FILED²

MAR 17 2005

Missouri Public
Service Commission

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

Application of Nextel West Corp. d/b/a Nextel)
for Approval of an Amendment to Its)
Interconnection Agreement With) Case No. _____
Southwestern Bell Telephone, L.P. d/b/a)
SBC Missouri, Pursuant to Section 252(e))
of the Telecommunications Act of 1996)

**Application to Approve Amendment to Interconnection Agreement By and Between
Southwestern Bell Telephone, L.P. d/b/a SBC Missouri and Nextel West Corp.**

Nextel West Corp. d/b/a Nextel ("Nextel"), a provider of Commercial Mobile Radio Service in Missouri and other states, requests the Commission to issue an order approving an amendment to a previously approved Interconnection Agreement by and between Nextel and Southwestern Bell Telephone, L.P. d/b/a SBC Missouri ("SBC Missouri"). Nextel's request herein is made pursuant to Section 252(e) of the Telecommunications Act of 1996 (the "Act"), codified at 47 U.S.C. § 252(e). In support of this Application, Nextel states:

1. Nextel provides "commercial mobile service", defined at 47 U.S.C. § 332(d)(1), within the State of Missouri under licenses issued by the Federal Communications Commission.

2. Nextel is a Delaware corporation operating in good standing in the State (Certificate of Good Standing issued by the Missouri Secretary of State attached hereto as Exhibit A).

3. To the best of its knowledge, Nextel has no pending actions or final unsatisfied judgments against it in the State.

4. Communication regarding this matter should be sent to:

Martin C. Rothfelder, Esq.
Rothfelder Stern, L.L.C.
625 Central Avenue
Westfield, NJ 07090
Phone: (908) 301-1211
Fax: (908) 301-1212
e-mail: mcrothfelder@rothfelderstern.com

and

Robert Edgerly
Nextel Communications, Inc.
2001 Edmund Halley Drive
Reston, VA 20191
Phone: (703) 264-4949
Fax: (703) 264-4246
e-mail: Bob.Edgerly@nextel.com

5. The Commission issued an Order Approving Interconnection Agreement in Case No. TO-99-149, effective January 20, 1999, by which Order the Commission approved an Interconnection Agreement by and between SBC Missouri (then Southwestern Bell Telephone Company) and Nextel pursuant to the Commission's authority under Section 252(e) of the Act.

6. On July 5, 2004, Nextel and SBC Missouri fully executed an Amendment to Interconnection Agreement By and Between Southwestern Bell Telephone, L.P. d/b/a SBC Missouri and Nextel West Corp. (the "Amendment"). Copy of the Amendment is attached hereto as Exhibit B.

7. The essential purpose of the Amendment is to effectuate the agreement of Nextel and SBC Missouri to include in their Interconnection Agreement rates, terms and conditions for exchange of traffic in accordance with an interim ISP termination compensation plan adopted by the FCC in its Order on Remand and Report and Order, In

the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001) ("FCC ISP Compensation Order") (remanded but not vacated in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002)).

8. Section 2.0 of the Amendment sets forth the rates, terms and conditions for the exchange of traffic for "ISP-Bound Traffic" and "Section 251(b)(5) Traffic" as provided under the FCC ISP Compensation Order. Section 2.2 of the Amendment establishes a Reciprocal Compensation Rate Schedule applicable only to the termination of ISP-Bound Traffic and Section 251(b)(5) Traffic, subject with respect to ISP-Bound Traffic to growth caps in Section 2.3 of the Amendment, new market restrictions in Section 2.4 of the Amendment, and the rebuttable presumption provisions of Section 2.6 of the Amendment. ISP-Bound Traffic not exchanged on a Reciprocal Compensation Basis will be exchanged on a "Bill and Keep" basis, under which neither party will charge the other party for terminating traffic originating on the other party's network.

9. Each of the parties has reserved all of its respective rights under Section 3 of the Amendment with respect to the appropriate treatment of Voice Over Internet Protocol ("VoIP"). Each of the parties has reserved all of its respective rights under Section 4.5 of the Amendment with respect to its positions in enumerated FCC proceedings. Each party also reserves its right, as specifically set forth in the Amendment, with respect to changes in law or regulation affecting the agreed upon rates, terms and/or conditions or the otherwise affecting the rights and obligations of the party addressed by the Interconnection Agreement and the Amendment.

10. Pursuant to Section 4.1 of the Amendment, the Amendment will become effective ten (10) days following the date that the Commission approves it or is deemed to have approved it.

11. The amendment, attached hereto as Exhibit B, is a free standing amendment to the currently filed Interconnection Agreement pursuant to Case No. TO-99-149 as executed. Consistent with this Commission's requirements, Nextel will attempt to secure the same amendment in a form that provides replacement pages to that original agreement.

12. The Amendment as executed and filed herein is the result of a negotiation between Nextel and SBC Missouri. Pursuant to Section 252(e) of the Act, the Commission has the authority to approve the negotiated Amendment, and may reject the Amendment only if it is discriminatory or is inconsistent with the public interest, convenience and necessity. Nextel respectfully submits that the Amendment is not discriminatory and that it is consistent with the public interest, convenience and necessity. Thus, Nextel requests that the Commission issue a timely order approving the Amendment modifying the Interconnection Agreement that the Commission has previously approved in Case No. TO-99-149.

WHEREFORE, Nextel respectfully requests that the Commission:

1. Issue an order approving the Amendment to Interconnection Agreement By and Between Southwestern Bell Telephone, L.P. d/b/a SBC Missouri and Nextel West Corp., filed as Exhibit B hereto, pursuant to the Commission's authority under Section 252(e) of the Act; and
2. Provide such further relief as the Commission deems reasonable and just that is consistent therewith.

Respectfully submitted,

Rothfelder Stern, L.L.C.

625 Central Avenue

Westfield, N.J. 07090


Phone: (908) 301-1211

Fax: (908) 301-1212

e-mail: mrothfelder@rothfelderstern.com

ATTORNEYS FOR NEXTEL WEST

CORP. D/B/A NEXTEL

By: 

Martin C. Rothfelder

MO Bar No. 31794

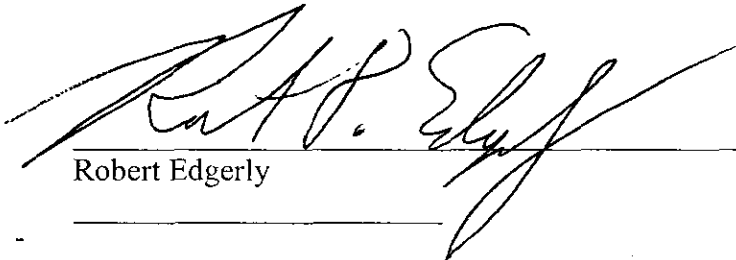
**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

Application of Nextel West Corp. d/b/a Nextel)
for Approval of an Amendment to Its)
Interconnection Agreement With) Case No. _____
Southwestern Bell Telephone, L.P. d/b/a)
SBC Missouri, Pursuant to Section 252(e))
of the Telecommunications Act of 1996)

AFFIDAVIT OF ROBERT EDGERLY

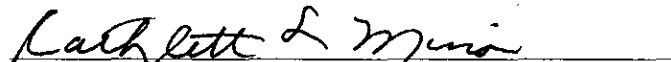
Robert Edgerly, being duly sworn, deposes and states that:

1. I am over the age of eighteen and understand the obligation of making a statement under oath.
2. I am Senior Manager, Interconnect for Nextel.
3. In connection with the above-referenced proceeding, I have reviewed the Application for Amendment to Interconnection Agreement By and Between Southwestern Bell Telephone, L.P. d/b/a SBC Missouri and Nextel West Corp dated July 5, 2004.
4. The information contained in that application is true and correct to the best of my knowledge and belief.



Robert Edgerly

Subscribed and sworn to before me
This 9 day of March, 2005



Cathlette L. Munro
Notary Public
My commission expires **My Commission Expires July 31, 2007**

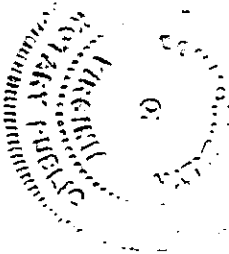


EXHIBIT A

STATE OF MISSOURI



Robin Carnahan
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

I, ROBIN CARNAHAN, Secretary of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that


NEXTEL WEST CORP.

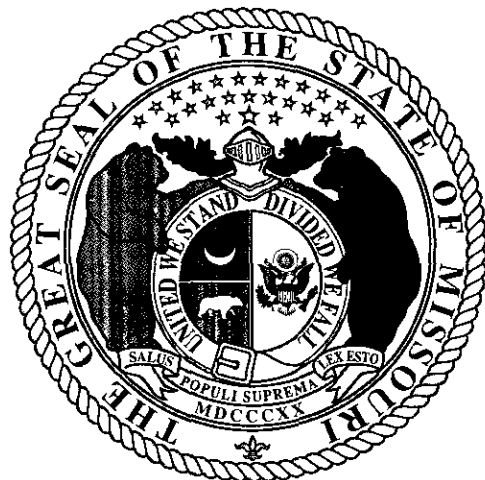
using in Missouri the name

NEXTEL WEST CORP.
F00371452

a DELAWARE entity was created under the laws of this State on the 28th day of September, 1992, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 1st day of February, 2005


Secretary of State



Certification Number: 7340846-1 Reference:

Verify this certificate online at <http://www.sos.mo.gov/businessentity/verification>