

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

|                                          |   |                |
|------------------------------------------|---|----------------|
| Application for Approval of an Amendment | ) |                |
| To the Interconnection and Reciprocal    | ) |                |
| Compensation Agreement with              | ) | Case No. _____ |
| Sprint Spectrum L.P.                     | ) |                |

**APPLICATION**

Comes now Holway Telephone Company (hereinafter "Company"), pursuant to 47 U.S.C. 252 and 4 CSR 240-3.513(6)(C), and hereby requests that the Commission approve an amendment to the existing Interconnection and Reciprocal Compensation Agreement, or interconnection agreement, between Company and Sprint Spectrum L.P. ("Sprint"). In support of this Application, Company states as follows:

1. Company is an incumbent local exchange telecommunications company (ILEC), properly certificated and doing business in Missouri. The name and address of its principal contact for this case is as follows:

W.R. England, III  
Brian T. McCartney  
Brydon, Swearengen & England P.C.  
312 East Capitol Avenue  
P.O. Box 456  
Jefferson City, MO 65102-0456  
(573) 635-7166 voice  
(573) 634-7431 fax

2. Sprint is a Delaware limited partnership authorized to do business in the state of Missouri. Copies of filings made in this proceeding can be served upon the following contact for Sprint:

Mary K. Joshi  
Contracts Negotiator/Carrier Interconnection Management  
6360 Sprint Parkway  
Mail Stop: KSOPHE0102-1D362  
Overland Park, KS 66251  
(913) 827-0407

3. In Case No. TK-2007-0061, the Commission approved the wireless Traffic Termination Agreement currently in effect between Company and Sprint.

4. In an Order released November 18, 2011 (the "FCC Order"),<sup>1</sup> the FCC directed that forward-looking cost based reciprocal compensation rates for intraMTA traffic exchanged by CMRS providers and ILECs be replaced with a "bill and keep" rate (i.e., zero compensation) for such traffic effective July 1, 2012, and has further directed that ILECs enter into good faith negotiations with CMRS carriers requesting amendments to existing interconnection agreements based upon change of law provisions.

5. Sprint has made such a request to Company, and thereafter Sprint and Company have voluntarily agreed to the Amendment for which approval is requested herein. The Amendment is attached hereto.

6. The Amendment has been negotiated, agreed, and executed voluntarily, in compliance with the aforementioned FCC Orders, by Sprint and Company.

7. There are no outstanding issues for which mediation or arbitration are needed or requested.

8. This Amendment has not been previously approved by this Commission.

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<sup>1</sup> *In the Matter of the Connect America Fund, et al.*, WC Docket No. 10-90 et al. (see paragraphs 736-846), as modified by its December 23, 2011 Order in that same docket (see paragraphs 6-8).

9. The Amendment primarily changes the rate for intraMTA traffic exchanged between Sprint and the Company. The Amendment also makes other changes to the Agreement consistent with the FCC Order.

10. Company requests approval of the Amendment. The implementation of this Amendment complies with Section 252(e) of the Act in that the Amendment is consistent with the public interest, convenience and necessity, and does not discriminate against any telecommunications carrier.

11. Company has no pending actions or final, unsatisfied adverse judgments or decisions which involve customer service or rates that have occurred within the last three years from the date of this Application. Company has no annual report or assessment fees that are overdue.

WHEREFORE, Company respectfully requests that the Commission enter an Order approving this Amendment.

Respectfully submitted,

**/s/ Brian T. McCartney**

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W.R. England, III                      Mo. Bar #23975  
Brian T. McCartney                  Mo. Bar #47788  
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312 East Capitol Avenue  
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[bmccartney@brydonlaw.com](mailto:bmccartney@brydonlaw.com)

### **CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the above and foregoing document was delivered by electronic mail this 4th day of October, 2012, to counsel of record.

Missouri Public Service Commission  
P.O. Box 360  
Jefferson City, MO 65102

Office of the Public Counsel  
P.O. Box 7800  
Jefferson City, MO 65102

Mary K. Joshi  
Contracts Negotiator/Carrier Interconnection Management  
6360 Sprint Parkway  
Mail Stop: KSOPHE0102-1D362  
Overland Park, KS 66251

**/s/ Brian T. McCartney**

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**VERIFICATION**

I, Jane Sutherland, Customer Operations Manager of Holway Telephone Company, hereby verify and affirm that I have read the foregoing APPLICATION and that the statements contained herein are true and correct to the best of my information and belief.

Jane Sutherland

STATE OF Nebraska       )  
                                      ) ss  
COUNTY OF Washington )

Subscribed and sworn to me, a Notary Public, on this 13th of September, 2012.

Merrin B. Dikken  
Notary Public

My Commission expires April 6, 2016.



**AMENDMENT TO THE INTERCONNECTION AND RECIPROCAL  
COMPENSATION AGREEMENT BETWEEN SPRINT SPECTRUM L.P. AND  
HOLWAY TELEPHONE COMPANY**

This Amendment to the Interconnection and Reciprocal Compensation Agreement (“Amendment”) is entered by between Sprint Spectrum L.P., a Delaware Limited Partnership (“Sprint”), and Holway Telephone Company, an Incumbent Local Exchange Carrier (“ILEC”), certificated to provide local exchange services in the State of Missouri (Sprint and ILEC are also sometimes referred to as “Party” or, collectively, “Parties”).

**RECITALS**

WHEREAS, the Parties, or their predecessors in interest, previously entered into an Interconnection and Reciprocal Compensation Agreement (“Agreement”) pursuant to Section 251(b)(5) of the Telecommunications Act of 1996; and

WHEREAS, the Federal Communications Commission (“FCC”) issued its Universal Service Fund/Intercarrier Compensation Transformation Order, FCC 11-161 on November 18, 2011<sup>1</sup>, and its Order on Reconsideration, FCC 11-189 on Dec. 23, 2011<sup>2</sup> (“USF/ICC Transformation Order”) which, among other things, provides that bill and keep shall be the default compensation arrangement between the Parties for the exchange of Telecommunications Traffic subject to reciprocal compensation between Commercial Mobile Radio Service (CMRS) providers and Local Exchange Carriers (“LECs”); and,

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<sup>1</sup> In the Matter of Connect America Fund, A National Broadband Plan for Our Future, Establishing Just and Reasonable Rates for Local Exchange Carriers, High-Cost Universal Service Support, Developing an Unified Intercarrier Compensation Regime, Federal-State Joint Board on Universal Service, Lifeline and Link-Up, Universal Service Reform – Mobility Fund, WC Docket No. 10-90, GN Docket No. 09-51, WC Docket No. 07-135, WC Docket No. 05-337, CC Docket No. 01-92, CC Docket No. 96-45, WC Docket No. 03-109, WT Docket No. 10-208, “Report and Order and Further Notice of Proposed Rulemaking”, FCC 11-161 (rel. Nov. 18, 2011).[hereinafter “USF/ICC Transformation Order”]

<sup>2</sup> USF/FCC Transformation Order, Order on Reconsideration, FCC 11-189 (rel. Dec. 23, 2011).

WHEREAS, the FCC also provided for an interim arrangement for the responsibility of transport costs for Telecommunications Traffic subject to reciprocal compensation for certain LECS; and

WHEREAS, the Parties hereto desire to amend the Agreement to implement a bill and keep compensation mechanism and clarify the responsibility for certain transport costs as established by the FCC's USF/ICC Transformation Order; and

WHEREAS, the Parties also desire to amend the Agreement to update and/or revise certain other terms and conditions of the Agreement

NOW THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

#### **AMENDMENT TO THE AGREEMENT**

The above written recitals are incorporated into the Amendment by reference herein.

#### **SECTION 3 – TRAFFIC EXCHANGE**

The Parties intend to amend the Agreement to incorporate the FCC's interim default provision(s) regarding the responsibility for the transport costs applicable to Telecommunications Traffic subject to reciprocal compensation exchanged between a CMRS provider and rural, rate of return regulated LECs by deleting Section 3.1 of the Agreement and replacing it with the following:

- 3.1 The Parties may exchange traffic under this Agreement by each Party physically connecting its network to a third-party tandem provider, which shall transit the traffic between the two Parties. Each Party shall be

responsible for establishing appropriate contractual relationships with this third-party tandem provider for interconnecting with its network and transiting traffic over that network to the other Party. Each Party shall be responsible for providing the trunks from its network to the point of interconnection with the third-party tandem provider's network. The Parties agree that ILEC will be responsible for transport to Sprint's chosen interconnection point when the interconnection point is located within the ILEC's service area. When Sprint's chosen interconnection point is located outside ILEC's service area, ILEC's financial obligation for transport and provisioning stops at the meet point between the ILEC and its designated tandem provider. Sprint is not responsible for transport of ILEC traffic sent to an IXC.

#### SECTION 4 – COMPENSATION

The Parties intend to amend the Agreement to incorporate the FCC's compensation mechanism for Telecommunications Traffic subject to reciprocal compensation exchanged between LECs and CMRS providers by deleting Section 4.1.1 in its entirety and replacing it as follows:

4.1.1 The Parties agree that, beginning on July 1, 2012 ("Effective Date"), Telecommunications Traffic subject to reciprocal compensation originated by an end user of one Party and terminated to an end user of the other Party will be bill and keep (i.e. each Party will cease billing the other reciprocal compensation at the per minute-of-use, reciprocal compensation rates contained in the Agreement and, thereafter, neither Party will charge

the other Party for Telecommunications Traffic subject to reciprocal compensation in either direction exchanged between the Parties.

Further the Parties intend this bill and keep compensation arrangement to be limited to the exchange of traffic originating from or terminating to a CMRS provider. In that regard, the Parties agree that this Amendment only applies calls that are initiated by or terminated to Sprint in its capacity as a CMRS provider. The re-origination of a call originated by a non-CMRS provider over a wireless link in the middle of the call path does not convert a wireline-originated call into a CMRS-originated call for purposes of reciprocal compensation. See USF/ICC Transformation Order, ¶1006.

#### SECTION 10 – TERM OF THE AGREEMENT

The Parties agree to amend the term of the Agreement from one that automatically renews for successive one year terms to a month-to-month Agreement. The Parties further agree that they may terminate the Agreement or request renegotiation of a successor Agreement upon thirty (30) days written notice to the other Party. If upon expiration or termination of the Agreement, a Party elects to negotiate a subsequent agreement, the current Agreement shall continue to be in effect until it is replaced by a new Agreement, or one hundred sixty days (160) days, whichever is less, unless either Party files for mediation or arbitration of a new agreement with the Commission pursuant to the Act. If a Party files for mediation or arbitration pursuant to the Act, then the Agreement shall remain in effect until it is replaced by a successor agreement approved by the Commission. If a Party elects not to renew and the other Party does not request

negotiations pursuant to Section 251 of the Act, or if a mediation or arbitration does not lead to a successor agreement, then the Agreement shall terminate thirty (30) days from receipt of the notice to not renew.

#### SECTION 15 – NOTICE

The Parties agree to amend the notice section of the TTA to reflect the change in contact persons and/or their address as follows:

**In the case of SPRINT to:**

Sprint  
Manager, Carrier Interconnection Management  
Mailstop: KSOPHE0102-1D218  
6360 Sprint Parkway  
Overland Park, KS 66251  
(913) 827-0597 (overnight mail only)

**With a Copy to:**

Sprint  
Legal/Telecom Management Group  
Mailstop: KSOPHN0312 - 3A318  
6450 Sprint Parkway  
Overland Park, KS 66251  
(913) 315-9762 (overnight mail only)

**In the case of ILEC to:**

Holway Telephone Company  
Attn: Jane Sutherland  
1605 Washington Street  
Blair, NE 68008  
Tele. No.: 402/426-6242  
Fax No.: 402/533-1111

**With a copy to:**

W.R. England, III  
Brydon, Swearengen & England P.C.  
312 East Capitol Avenue  
P.O. Box 456  
Jefferson City, MO 65102-0456  
Telephone Number: 573/635-7166  
Facsimile Number: 573/634-7431

## SECTION 20 – MISCELLANEOUS

The Parties agree to amend the Agreement to add the following provisions:

a. Except as expressly set forth in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect without change.

b. The Parties agree that this Amendment will act to supersede, amend and modify the applicable provisions contained in the Agreement to the extent necessary to give effect to this Amendment. To the extent there are any inconsistencies between the provisions of this Amendment and the Agreement, the provisions in this Amendment shall govern.

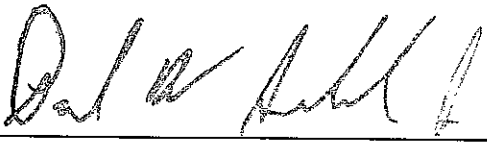
c. The Parties enter this Amendment without waiving or prejudicing any position they have taken previously, or may take in the future, in any legislative, regulatory, or other public forum addressing any matters related to compensation for traffic exchanged between the Parties over their respective networks.

d. This Amendment may be executed in counterparts, and, when so executed and delivered, shall constitute the original Amendment and all such separate counterparts shall constitute but one of the same instrument. Facsimile counterparts of the Amendment shall also constitute an original for all purposes.

e. The individuals signing this Amendment represent and warrant that each is authorized or empowered to enter into this Amendment on behalf of its respective Party.

IN WITNESS WHEREOF, the Parties hereto make and execute this Amendment  
to the Agreement to be effective on July 1, 2012.

SPRINT SPECTRUM L.P.

By: 

Printed: Paul W. Schieber

Title: VP, Access and Roaming Strategy

Date: \_\_\_\_\_

HOLWAY TELEPHONE COMPANY

By: 

Printed: Jane Sutherland

Title: Customer Operations Mgr

Date: Aug 7, 2012