

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

In the Matter of the Application of)
Windstream Missouri, Inc. for Approval)
Of an Amendment to a Commercial Mobile)
Radio Services Interconnection Agreement)
With Northwest Missouri Cellular Limited)
Partnership Under 47 U.S.C. § 252.)

Case No. _____

**APPLICATION OF WINDSTREAM MISSOURI, INC.
FOR APPROVAL OF AN AMENDMENT TO A COMMERCIAL
MOBILE RADIO SERVICES INTERCONNECTION AGREEMENT
WITH NORTHWEST MISSOURI CELLULAR LIMITED PARTNERSHIP**

COMES NOW Windstream Missouri, Inc. (“Windstream” or “Applicant”), pursuant to Missouri Public Service Commission ("Commission") Rule 4 CSR 240-3.513(1), and hereby applies for approval by the Commission of the accompanying amendment to the Commercial Mobile Radio Services Interconnection Agreement (“Agreement”) voluntarily entered into by Applicant and Northwest Missouri Cellular Limited Partnership (“Northwest Missouri”) pursuant to the federal Telecommunications Act of 1996 (the "Act") under 47 U.S.C. § 252(e).

1. Windstream Missouri, Inc. is a Missouri corporation duly authorized to conduct business in Missouri, as evidenced by the Certificate of Amendment filed on June 21, 2006 in Case No. IN-2006-0481, and incorporated herein by reference pursuant to Commission Rule 4 CSR 240-2.060(1)(G). Windstream’s principal office is located at 4001 Rodney Parham Road, Little Rock, Arkansas 72212. Windstream is a “local exchange telecommunications company” and a “public utility,” and is duly authorized to provide “telecommunications service” within the State of Missouri as each of those phrases is defined in Section 386.020, RSMo 2000.

2. Northwest Missouri holds authority from the Federal Communications Commission to operate as a cellular licensee to provide authorized services in Missouri, and provides commercial mobile radio services employing such licensed frequencies.

3. All correspondence, communications, and orders and decisions of the Commission issued in this matter should be sent to:

Ed Cadieux
WINDSTREAM COMMUNICATION, INC.
12400 Olive Boulevard, Suite 430
Saint Louis, Missouri 63141
Telephone: (636) 537-5743
Facsimile: (330) 486-3690

4. Applicant has no pending action or final unsatisfied judgments or decisions against it from any state or federal agency or court which involve customer service or rates, which action, judgment or decision has occurred within three (3) years of the date of the Application. No Missouri annual reports or assessment fees are overdue.

In support of this Application, Applicant states the following:

I. AGREEMENT REACHED

Applicant presents to this Commission for approval the attached amendment to the Commercial Mobile Radio Services Interconnection Agreement Between Windstream Missouri, Inc. and Northwest Missouri Cellular Limited Partnership ("Amendment") that was negotiated and executed pursuant to the terms of the Act. Following good faith negotiations to address all of the complex issues involved in such an amendment, the parties signed the Amendment June 8, 2012, and hereby file the Amendment with all pages sequentially numbered. There are no outstanding issues between the parties to the Amendment that need the assistance of mediation or arbitration.

II. REQUEST FOR APPROVAL

Applicant seeks the Commission's approval of the Amendment, consistent with the provisions of the Act. Applicant believes that the implementation of this Amendment complies fully with Section 252(e) of the Act because the Amendment is consistent with the public interest, convenience and necessity, and does not discriminate against any telecommunications carrier. The Amendment promotes interconnectivity and diversity in providers, and will increase customer choices for telecommunications services.

Applicant respectfully requests that the Commission grant approval of this Amendment, without change, suspension or other delay in its implementation. This is a bilateral amendment, reached as a result of negotiation and compromise between the Applicant and Northwest Missouri.

III. STANDARD FOR REVIEW

The statutory standards of review are set forth in Section 252(e) of the Act, which provides:

(e) APPROVAL BY STATE COMMISSION

- (1) APPROVAL REQUIRED.** – Any interconnection agreement adopted by negotiation or arbitration shall be submitted for approval to the State commission. A State commission to which an agreement is submitted shall approve or reject the agreement, with written findings as to any deficiencies.
- (2) GROUNDS FOR REJECTION.** – The State Commission may only reject –
 - (A)**an agreement (or any portion thereof) adopted by negotiation under subsection (a) if it finds that –
 - (i)** the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or
 - (ii)** the implementation of such agreement or portion is not consistent with the public interest,

convenience, and necessity;

WHEREFORE, Windstream Missouri, Inc. respectfully requests the Commission to enter an Order approving the attached amendment to the Commercial Mobile Radio Services Interconnection Agreement Between Windstream Missouri, Inc. and Northwest Missouri Cellular Limited Partnership.

Respectfully submitted,

A handwritten signature in cursive script, reading "Ed Cadieux", positioned above a horizontal line.

Ed Cadieux MBN 29468
WINDSTREAM COMMUNICATION, INC.
12400 Olive Boulevard, Suite 430
Saint Louis, Missouri 63141
Telephone: (636) 537-5743
Facsimile: (330) 486-3690
Email: edward.cadieux@windstream.com

VERIFICATION


STATE OF ARKANSAS)
) SS
COUNTY OF PULASKI)

I, John P. Fletcher, Executive Vice President and General Counsel for Windstream Missouri, Inc., hereby verify and affirm that I have read the foregoing Application, and that the statements contained therein are true and correct to the best of my information and belief.

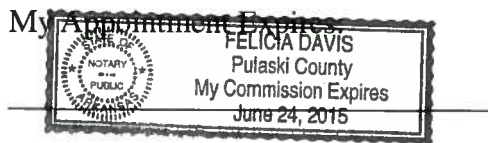


John P. Fletcher

Subscribed and sworn to before me on this 11th day of June, 2012.



Notary Public



CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the foregoing document has been hand-delivered, transmitted by e-mail or mailed, First Class, postage prepaid, this 18th day of June, 2012 to:

Office of the Public Counsel
200 Madison Street
Jefferson City, MO 65101

Kevin Thompson, Chief Staff Counsel
Missouri Public Service Commission
200 Madison Street
Jefferson City, MO 65101

Northwest Missouri Cellular
Limited Partnership
Attn: Roger Bundridge
General Manager
1218 S. Main
Maryville, MO 64468

Gregory W. Whiteaker
Principal
Herman & Whiteaker, LLC
P.O. Box 341864
Bethesda, MD 20827


Ed Cadieux

AMENDMENT NO. 1
to the
INTERCONNECTION AGREEMENT
between
WINDSTREAM MISSOURI, INC.
AND
NORTHWEST MISSOURI CELLULAR LIMITED PARTNERSHIP.
FOR THE STATE OF MISSOURI

This Amendment No. 1 (the "Amendment"), by and between Northwest Missouri Cellular Limited Partnership, ("Northwest Missouri") with its principal place of business at 1218 S. Main, Maryville, MO 64468, and Windstream Missouri, Inc. ("Windstream") with its principal place of business at 4001 Rodney Parham Road, Little Rock, Arkansas, 72212. (Northwest Missouri and Windstream may be hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties"). The effective date of this Amendment (the "Amendment Effective Date") will be July 1, 2012 unless the provisions of Section XV (C) of FCC Order 11-161 are stayed, revoked or otherwise not in effect, in which case this Amendment shall be null and void. This Amendment covers services in the state of Missouri.

WITNESSETH:

WHEREAS, Northwest Missouri and Windstream are Parties to an Interconnection Agreement entered into pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, that was executed by Northwest Missouri on April 1, 2010 and Windstream on April 19, 2010 (the "Agreement"); and

WHEREAS, the Parties, pursuant to Section 252(a) of the Communications Act of 1934, as amended, (the "Act") and Section 22 of the Agreement, wish to amend the Agreement in order to give contractual effect to the provisions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, provisions and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Replace all references to "Carrier" with "Northwest Missouri".
2. Replace all references to "ALLTEL" with "Windstream".
3. Amendment to the Agreement
 - 3.1 Part A – Definitions, Section 1.22 is deleted and replaced it in its entirety with the following:
"Local Traffic" means, for purposes of reciprocal compensation under this Agreement, telecommunications traffic that is exchanged directly or indirectly between Windstream and Northwest Missouri that at the beginning of the call originates and terminates within the same MTA, as defined in 47 C.F.R. 24.202. This shall not affect Windstream's landline retail end user calling scope or interexchange arrangements, which shall be determined in accordance with Commission-approved local calling areas, except that Windstream agrees to provide local dialing parity for calls to Northwest Missouri's NPA/NXXs associated with Windstream's local and EAS calling scope. For purposes of this Agreement, Local Traffic does not include any traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission

between the Parties. Neither Party waives its rights to participate and fully present its respective positions in any proceeding dealing with the compensation for Internet traffic. The origination or termination point for Windstream within the MTA shall be the end office that serves the calling or called party and for Northwest Missouri, the origination and termination point within the MTA shall be the cell site that serves the calling or called party at the beginning of the call.

- 3.2 Part A – Definitions, Section 1.23 is deleted to replaced in its entirety with the following:

“Major Trading Area” (“MTA”) refers to the FCC-authorized wireless license territory, which serves as the definition for local service area for CMRS traffic for purposes of reciprocal compensation under Section 251(b)(5) as defined in 47 C.F.R. 24.202(a).

- 3.3 Part B – General Terms and Conditions, Section 1.2 is deleted and replaced in its entirety with the following:

The Parties shall not discontinue any interconnection arrangement or Telecommunications Service required hereunder without mutual agreement. The Parties agree to cooperate in any transition resulting from such discontinuation of service and to minimize the impact to customers, which may result from such discontinuance of service or interconnection arrangement.

- 3.4 Part C – Interconnection and Reciprocal Compensation for Authorized Services, Section 4.2 is deleted and replaced in its entirety with the following:

Local Traffic. . The Parties agree to reciprocally exchange Local Traffic between their networks. Each Party shall bill its end-users for such traffic and will be entitled to retain all revenues from such traffic without payment of further compensation to the other Party.

- 3.5 Part C – Interconnection and Reciprocal Compensation for Authorized Services, Section 4.2.1 and 4.2.1.1 are deleted in their entirety.

- 3.6 Part C – Interconnection and Reciprocal Compensation for Authorized Services, Section 6.1 is deleted and replaced in its entirety with the following:

Windstream is responsible for billing Northwest Missouri for InterMTA Traffic that terminates on its network. For Indirect Traffic, Northwest Missouri will provide the originating billing information to Windstream, if technically feasible. Except as provided in Part C, Section 4, if Northwest Missouri cannot provide the originating billing information to Windstream, then Windstream must obtain the originating billing information from the third-party transit company. It is Windstream’s responsibility to enter into appropriate contractual arrangements with the third-party transit company in order to obtain the originating billing information from the transit company.

- 3.7 Part C – Interconnection and Reciprocal Compensation for Authorized Services is amended to include the following as sections 7.0, 7.1, 7.2, 7.3, 7.4 and 7.5.

7.0 Tandem Transit Service

- 7.1 As used in this Section, tandem transit traffic is telephone exchange service traffic that originates on Northwest Missouri’s network, and is transported through a Windstream tandem to a CLEC, ILEC other than Windstream, Commercial Mobile Radio Service (CMRS) carrier, or other LEC (“a terminating carrier”), that subtends the relevant Windstream tandem to which Northwest Missouri delivers such traffic. Neither the originating nor terminating customer of such traffic is a customer of Windstream with respect to such traffic. Subtending central offices shall be determined in accordance with and as identified in the Local Exchange Routing Guide (LERG). Switched exchange

access service traffic is not tandem transit traffic. Tandem transit traffic service is not available through a Windstream end office.

- 7.2 Tandem transit traffic may be routed over interconnection trunks. Northwest Missouri shall deliver via ISUP signaling, including provision of Calling Party Number (CPN).
- 7.3 Northwest Missouri shall pay Windstream for transit traffic that Northwest Missouri originates at the rates listed in section 7.5.
- 7.4 Northwest Missouri acknowledges that Northwest Missouri is responsible for compensation, if any, to third parties to which Windstream transits Northwest Missouri originated traffic to such third party as long as Windstream provides or otherwise makes available information to such third party to allow such third party to identify the traffic as being originated by Northwest Missouri.
- 7.5 It is Northwest Missouri's responsibility to make appropriate termination arrangements with any terminating carrier to which it delivers telecommunications service traffic that transits Windstream's tandem office. Until measurements show the total volume of Northwest Missouri's originated traffic transiting Windstream's tandems exceeds 500,000 minutes of use for (3) three consecutive months, Northwest Missouri shall pay Windstream for transit traffic that Northwest Missouri originates at the rate of \$0.003 per minute of use. When measurements show the total volume of Northwest Missouri's originated traffic transiting Windstream's tandems exceeds 500,000 minutes of use for (3) three consecutive months, Northwest Missouri shall pay Windstream for transit traffic that Northwest Missouri originates at the rate of \$0.005 per minute of use. If the \$0.005 rate for transit traffic is in effect and the total volume of Northwest Missouri's originated traffic transiting Windstream's tandems falls below 500,000 minutes of use for (3) three consecutive months, Northwest Missouri shall pay Windstream for transit traffic that Northwest Missouri originates at the rate of \$0.003 per minute of use. For purposes of this section, volumes of traffic and the applicable transit rate/s will apply separately to each Windstream operating company as identified in LERG
- 3.8 The Reciprocal Compensation rates listed on Attachment 1 – Price List are deleted and replaced with "Bill and Keep":
- 3.9 The attached Appendix: Excess Traffic is amended and incorporated to the Agreement.
- 3.10 Part C – Interconnection and Reciprocal Compensation for Authorized Services, Section 2.2 is deleted and replaced in its entirety with the following:
- When traffic is not segregated according to traffic types, the Parties have agreed to use a traffic factor to estimate the amount of traffic that is InterMTA. Based upon the unique MTA geography of the areas served by the Parties the InterMTA traffic factor will be as specified in Attachment 1, which will be applied only on minutes of use terminating from Northwest Missouri to Windstream.
- 3.11 Part C – Interconnection and Reciprocal Compensation for Authorized Services, Section 4.1.1 is deleted and replaced in its entirety with the following:

Windstream shall be compensation for InterMTA Traffic between the interconnecting Parties

based on the Windstream's applicable tariffed access charges, with thirty percent (30%) of the InterMTA Traffic being subject to Windstream's interstate access services tariff and seventy percent (70%) of the InterMTA Traffic being subject to Windstream's intrastate access services tariff.

3.12 The InterMTA Rate listed on Attachment 1 – Price List is deleted.

4.0 Miscellaneous Provisions

- 4.1 Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 4.
- 4.2 Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
- 4.3 Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.
- 4.4 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Sections 1, 2 and 3 of this Amendment, and, except to the extent set forth in Sections 1, 2 and 3 of this Amendment, the terms and provisions of the Agreement shall remain in full force and effect after the Amendment Effective Date.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

Windstream Missouri, Inc.

By: [Signature]
Printed: John P. Fletcher
Title: V.P. General Counsel
Date: June 8, 2012

Northwest Missouri Cellular Limited Partnership

By: [Signature]
Printed: Roger Burdridge
Title: General manager
Date: 5-30-12

Appendix: Excess Traffic

- 1.0. Traffic that is not wireless-originated traffic may not be delivered by Northwest Missouri to Windstream over the interconnection facilities. However, in the event such traffic is routed over the interconnection facilities, such traffic shall be subject to the interMTA rate listed in Attachment 1: Price List. This rate shall apply to all such non-wireless minutes. Traffic is wireless-originated where an end user subscribes to a wireless service and uses that service to initiate a call via a wireless handset. If Windstream determines that Northwest Missouri is routing non-wireless-originated traffic over the interconnection facilities for termination to Windstream as Northwest Missouri originated traffic, Windstream shall bill and Northwest Missouri shall pay Windstream for such traffic based on Windstream's applicable tariffed access charges, with thirty percent (30%) of the non-wireless minutes being subject to Windstream's interstate access services tariff and seventy percent (70%) of the non-wireless minutes being subject to Windstream's intrastate access services tariff. Any non-wireless traffic is excluded from the calculation of Excess Traffic described in Section 1.1.
- 1.1. Any wireless traffic terminated to Windstream by Northwest Missouri for a given month that exceeds the monthly average of the previous twelve (12) months by more than 5% will be subject to rebuttable presumption that it is "Excess Traffic". Windstream shall bill and Northwest Missouri shall pay for Excess Traffic based on Windstream's applicable tariffed access charges, with thirty percent (30%) of the Excess Traffic being subject to Windstream's interstate access services tariff and seventy percent (70%) of the Excess Traffic being subject to Windstream's intrastate access services tariff.
- 1.2. The presumption that the traffic described in Para. 1.1 is Excess Traffic may be rebutted by showing that the increase is caused by wireless intraMTA traffic. Northwest Missouri may make such a showing by, for example, the following circumstances:
 - a) Northwest Missouri begins providing service in a new market within the MTA and Northwest Missouri can reasonably attribute the Excess Traffic situation to such market launch. Northwest Missouri must provide Windstream sufficient supporting information to justify that attribution, or;
 - b) Northwest Missouri begins providing a new service in existing markets within the MTA and Northwest Missouri can reasonably attribute the Excess Traffic situation to such new service introduction. Northwest Missouri must provide Windstream sufficient supporting information to justify that attribution, or;
 - c) Northwest Missouri begins a new marketing/sales campaign within the MTA and Northwest Missouri can reasonably attribute the Excess Traffic situation to that campaign. Northwest Missouri must provide Windstream sufficient supporting information to justify that attribution, or;
 - d) Northwest Missouri acquires a new wireless entity within the MTA and Northwest Missouri can reasonably attribute the Excess Traffic situation to that acquisition. Northwest Missouri must provide Windstream sufficient information to justify that attribution.
- 1.3. If Northwest Missouri disputes Windstream's classification and billing of traffic pursuant to section 1.1, Northwest Missouri may initiate a billing dispute pursuant to Part B: General Terms and conditions Section 19 of this Agreement. However, any billing dispute submitted per this section is invalid if the charges have not been paid by Northwest Missouri.