

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

Application for Approval of an Amendment     )  
to the Traffic Termination Agreement         )  
with Verizon Wireless                             )     Case No. \_\_\_\_\_

**APPLICATION**

Comes now Citizens Telephone Company of Higginsville, Missouri (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 Traffic Termination Agreement, or interconnection agreement, between Company and Verizon Wireless ("Verizon Wireless"). 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, Swearngen & 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.     Verizon Wireless is a fictitious name for a number of entitles which are authorized to do business in the state of Missouri. Copies of filings made in this proceeding can be served upon the following contact for Verizon Wireless:

Lance Murphy  
Verizon Wireless  
Member Technical Staff - Network Interconnection  
24242 Northwestern Hwy  
Southfield, MI 48075  
Phone: 248-915-3571  
Fax: 248-915-3598  
eMail: [lance.murphy@verizonwireless.com](mailto:lance.murphy@verizonwireless.com)

3. In Case No. TK-2008-0386, the Commission approved the wireless Traffic Termination Agreement currently in effect between Company and Verizon Wireless's predecessor in interest.

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. Verizon Wireless has made such a request to Company, and thereafter Verizon Wireless 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 Verizon Wireless 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 Verizon Wireless 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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(573) 634-7431 FAX  
[trip@brydonlaw.com](mailto:trip@brydonlaw.com)  
[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 30th 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

Lance Murphy  
Verizon Wireless  
Member Technical Staff - Network Interconnection  
24242 Northwestern Hwy  
Southfield, MI 48075

**/s/ Brian T. McCartney**

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VERIFICATION

I, Brian L. Cornelius President of Citizens Telephone Company of Higginsville, MO, 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.

  
\_\_\_\_\_

STATE OF Missouri )  
COUNTY OF Lafayette )<sup>ss</sup>

Subscribed and sworn to me, a Notary Public, on this 12 of October, 2012.

  
\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_.



PAM L. GILLILAN  
My Commission Expires  
June 12, 2016  
Lafayette County  
Commission #12498874

**AMENDMENT TO THE AGREEMENT FOR INTEROFFICE INTERCONNECTION  
BETWEEN VERIZON WIRELESS AND  
CITIZENS TELEPHONE COMPANY OF HIGGINSVILLE, MO**

This Amendment to the Agreement for Interoffice Interconnection (Amendment) between the entities listed on the signature page d/b/a Verizon Wireless (“Verizon Wireless”), a Commercial Mobile Radio Service provider (“CMRS”) operating in Missouri, and Citizens Telephone Company of Higginsville, MO, an Incumbent Local Exchange Carrier (“ILEC”), certificated to provide local exchange services in the State of Missouri. Verizon Wireless 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 Agreement for Interoffice Interconnection (ICA) pursuant to Section 251(b)(5) of the Telecommunications Act of 1996; and

WHEREAS, the Federal Communications Commission (FCC) issued its Universal Service Fund(USF)/Intercarrier Compensation (ICC) Transformation Order, FCC 11-161(Nov 18, 2011), on Recon, FCC 11-189 (Dec. 23, 2011) (“USF/ICC Order”) which, among other things, substantially changes the rules governing the exchange of Non-Access Telecommunications Traffic between Commercial Mobile Radio Service (CMRS) providers and Local Exchange Carriers (LECs) and the Parties hereto desire to conform their interconnection and traffic exchange arrangements to the new rules therein established; and

WHEREAS, the Parties also desire to amend the ICA to update and/or revise other terms and conditions of their ICA.

## AGREEMENT

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

### SECTION 1 – DEFINITIONS

The Parties intend the ICA to incorporate certain defined terms that the FCC has used in its new USF/ICC Order. Therefore, the Parties agree that the term “Non-Access Telecommunications Traffic”, as applied to traffic exchanged between ILEC and Verizon Wireless, shall be synonymous with, and have the same meaning as, “Local Traffic” or “IntraMTA Traffic” as those terms are defined or used in the ICA. The term “Access Telecommunications Traffic” as applied to traffic exchanged between ILEC and Verizon Wireless shall be synonymous with, and have the same meaning as, “Non-Local Traffic” or “InterMTA Traffic” as those terms are defined or used in the ICA.

### SECTION 2 – INTERCONNECTION

The Parties intend the ICA to incorporate the FCC’s interim default rule regarding the responsibility for the transport costs applicable to Non-Access Telecommunications traffic exchanged between CMRS providers and rural, rate of return regulated LECs. Therefore, the Parties agree that ILEC will be responsible for transport to Verizon Wireless’ chosen interconnection point when it is located in the ILEC’s service area. When Verizon Wireless’ chosen interconnection point is located outside ILECs’ service area, ILEC’s transport and provisioning obligation stops at its exchange boundary and Verizon Wireless is responsible for the remaining transport to its interconnection point.

### SECTION 3.2 – RECIPROCAL COMPENSATION

The Parties intend the ICA to incorporate the FCC’s compensation mechanism for Non-Access Telecommunications Traffic exchanged between LECs and CMRS providers. Therefore,

the Parties agree that, effective July 1, 2012, they will cease billing each other reciprocal compensation at the per minute-of-use, reciprocal compensation rates contained in the ICA and thereafter exchange Non-Access Telecommunications Traffic on a bill-and-keep methodology (i.e., a zero (0) intercarrier compensation rate for Non-Access Telecommunications traffic in either direction exchanged between the Parties). Access Telecommunications Traffic terminated by one Party to the other Party will continue to be compensated at the applicable access rate(s) of ILEC.

Further, the Parties intend the ICA, and its bill and keep compensation arrangement, to be limited to the exchange of Non-Access Telecommunications Traffic originating from or terminating to a CMRS provider. In that regard, the Parties agree that the ICA will apply only to (1) traffic that originates on ILEC's network and is routed to Verizon Wireless' wireless network for termination by Verizon Wireless, and 2) traffic that originates through wireless transmitting and receiving facilities before Verizon Wireless delivers traffic to ILEC for termination by ILEC.

#### SECTION 17.2 – TERM AND TERMINATION

The Parties agree to amend the term of their ICA 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 ICA or request renegotiation of the ICA upon thirty (30) days written notice to the other Party. If upon expiration or termination of this ICA, the Parties are negotiating a successor agreement, during such negotiation period each Party shall continue to perform its obligations and provide the services described herein under this ICA until such time as the successor agreement becomes effective.

SECTION 15 – NOTICE

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

**In the case of VERIZON WIRELESS:**

Verizon Wireless  
Attn: Network Interconnection  
1120 Sanctuary Parkway  
Alpharetta, GA 30009

With a copy to:  
Verizon Wireless  
Attn: Regulatory Counsel - Interconnect  
1300 I Street NW, Suite 400W  
Washington, DC 20005  
Fax: 202.589.3750

**In the case of ILEC to:**

Citizens Telephone Company of Higginsville, MO  
Attn: Brian Cornelius  
1905 Walnut Street  
P.O. Box 737  
Higginsville, MO 64037-0737  
Tele. No.: 660/584-2111  
Fax No.: 660/584-6211

With a copy to:

W.R. England, III  
Brydon, Swearingen & 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 ICA to add the following provisions:

a. Except as expressly set forth in this Amendment, all other terms and conditions of the ICA 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 ICA. To the extent there are any inconsistencies between the provisions of this Amendment and the ICA, the provisions in this Amendment shall govern.

c. This Amendment may be executed in several counterparts, and, when so executed and delivered, shall constitute an original ICA 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.

d. The individuals signing this Amendment represent and warrant they are authorized or empowered to enter into this Amendment on behalf of their respective Parties.

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

Alltel Communications LLC d/b/a  
Verizon Wireless

Citizens Telephone Company  
of Higginsville, MO

Cellco Partnership d/b/a Verizon Wireless

Missouri RSA #15 Limited Partnership  
d/b/a Verizon Wireless  
By Alltel Communications, LLC, Its  
General Partner

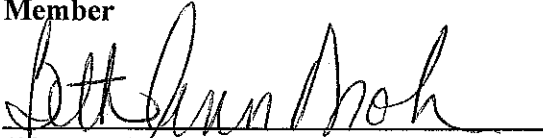
Missouri RSA 2 Limited Partnership  
d/b/a Verizon Wireless  
By Alltel Communications, LLC, Its  
Managing General Partner

Missouri RSA 4 Limited Partnership  
d/b/a Verizon Wireless  
By Alltel Communications, LLC, Its  
Managing General Partner

St. Joseph CellTelCo d/b/a Verizon  
Wireless  
By Verizon Wireless (VAW) LLC, Its  
General Partner

Verizon Wireless (VAW) LLC d/b/a  
Verizon Wireless


WWC License LLC d/b/a Verizon  
Wireless  
By Alltel Communications, LLC, Its Sole  
Member

  
\_\_\_\_\_  
(Signature)

Beth Ann Drohan  
\_\_\_\_\_  
(Print Name)

Area Vice President – Network  
\_\_\_\_\_  
(Title)

  
\_\_\_\_\_  
(Date)

  
\_\_\_\_\_  
(Signature)

Brian h. Cornelius  
\_\_\_\_\_  
(Print Name)

President  
\_\_\_\_\_  
(Title)

9/19/12  
\_\_\_\_\_  
(Date)