

DOCKET NO.  
12-00151

BEFORE THE TENNESSEE REGULATORY AUTHORITY  
Nashville, Tennessee 37243

RECEIVED  
2012 NOV 30 AM 10:59

TRAFFIC DOCKET ROOM

In Re: *Approval of the Amendment to the Traffic Exchange Agreement Negotiated by and between Millington Telephone Company, Inc. and Sprint Spectrum L.P., Pursuant to Sections 251(a) and 251(b)(5) of the Telecommunications Act of 1996*

**PETITION FOR APPROVAL OF THE AMENDMENT TO THE TRAFFIC EXCHANGE AGREEMENT NEGOTIATED BY AND BETWEEN MILLINGTON TELEPHONE COMPANY, INC. AND SPRINT SPECTRUM L.P., PURSUANT TO SECTIONS 251(A) AND 251(B)(5) OF THE TELECOMMUNICATIONS ACT OF 1996**

Millington Telephone Company, Inc. ("Millington") respectfully files this request with the Tennessee Regulatory Authority for approval of the attached Amendment to the Traffic Exchange Agreement (the "Agreement") negotiated by and between Millington and Sprint Spectrum L.P. ("Sprint") pursuant to Sections 251 (a) & (b)(5) of the Telecommunications Act of 1996 ("the Act"). The Amendment implements provisions of the recently issued Report and Order and Further Notice of Proposed Rulemaking in CC Docket Nos. 96-45 and 01-92; GN Docket No. 09-51; WC Docket Nos. 03-109, 05-337, 07-135 and 10-90; and WT Docket No. 10-208 as amended (the "USF/ICC Transformation Order") by the Federal Communications Commission ("FCC"). The Amendment continues to provide for the interconnection and mutual exchange of traffic between the two companies' networks. Millington, therefore, respectfully requests that the Authority act within the ninety (90) days as specified by the Act and approve the Amendment.

In support of its request, Millington states the following:

**THE PARTIES**

1. Millington is an incumbent local exchange carrier authorized to provide local exchange service in the State of Tennessee.

2. Sprint is a telecommunications carrier that has been granted authority by the FCC to provide Commercial Mobile Radio Services (“CMRS”) in a specific market in the State of Tennessee.

### **THE AMENDMENT**

3. Millington and Sprint have successfully negotiated the Amendment for the continued interconnection and mutual exchange of traffic between the two companies’ networks. A copy of the Amendment is attached hereto and incorporated herein by reference.

4. Millington and Sprint have entered into this Amendment, pursuant to Sections 251(a) and 251(b)(5) of the Act.

5. Pursuant to Section 252(e) of the Act, Millington is submitting the Amendment to the Tennessee Regulatory Authority for its consideration and approval.

### **COMPLIANCE WITH THE ACT**

6. First, as required by Section 252(e)(2)(a)(i) of the Act, the Amendment does not discriminate against any other telecommunications carrier.

7. Second, the Amendment is consistent with the public interest, convenience, and necessity, as required by Section 252(e)(2)(a)(ii) of the Act.

### **APPROVAL OF THE AMENDMENT**

8. In accordance with Section 252(e) of the Act, the Tennessee Regulatory Authority is charged with approving or rejecting the Amendment between Millington and Sprint within ninety (90) days of its submission. The Act provides that the Tennessee Regulatory Authority may reject such an Amendment only if it finds that the Amendment or any portion thereof discriminates against a telecommunications carrier not a party to the Amendment, or if it finds that the implementation of the Amendment or any portion thereof is not consistent with the public interest, convenience and necessity.

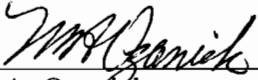
9. Millington and Sprint aver that the Amendment is consistent with the standards for approval.

10. Pursuant to Section 252(i) of the Act, once the Amendment is approved, Millington will make the entire Agreement, as amended, available to any similarly situated telecommunications carrier.

11. Millington respectfully requests that the Tennessee Regulatory Authority approve the Amendment negotiated between the parties without revision as expeditiously as possible consistent with the public interest.

This 26th day of November 2012.

Respectfully submitted,

By:   
Mark A. Ozanick  
John Staurulakis, Inc.  
On Behalf Of:  
Millington Telephone Company, Inc.

## CERTIFICATE OF SERVICE

I, Mark A. Ozanick, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Traffic Exchange Agreement on the following *via* United States Mail:

David Espinoza  
Millington Telephone Company, Inc.  
4880 Navy Road  
P.O. Drawer 429  
Millington, TN 38083-0429

John Strode  
Ritter Communications  
P.O. Box 17040  
Jonesboro, AR 72403

Ellen Fuller, Contracts Negotiator  
Sprint  
Carrier Interconnection Management  
KSOPHE0102-1D308  
6360 Sprint Parkway  
Overland Park, KS 66251

  
\_\_\_\_\_  
Mark A. Ozanick

**AMENDMENT NO. 1 TO THE  
TRAFFIC EXCHANGE AGREEMENT  
BY AND BETWEEN  
MILLINGTON TELEPHONE COMPANY, INC. AND SPRINT SPECTRUM L.P.**

This is an Amendment ("Amendment") to the Traffic Exchange Agreement by and between Millington Telephone Company, Inc. ("Millington") and Sprint Spectrum L.P. ("Sprint"), jointly the "Parties."

**RECITALS**

WHEREAS, the Parties, or their predecessors in interest, previously entered into a Traffic Exchange Agreement ("Original Agreement"), pursuant to 47 U.S.C. §§ 251 and 252, effective January 1, 2009; and

WHEREAS, On November 18, 2011, the Federal Communications Commission ("FCC") issued a Report and Order and Further Notice of Proposed Rulemaking in CC Docket Nos. 96-45 and 01-92; GN Docket No. 09-51; WC Docket Nos. 03-109, 05-337, 07-135 and 10-90; and WT Docket No. 10-208 as amended (the "USF/ICC Transformation Order"); and

WHEREAS, the Original Agreement contains a "change in law" provision that authorizes the Parties to amend the Agreement to comport with a change in law.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**AGREEMENT**

**A. Definitions**

1. "Bill-and-Keep" arrangements are those in which carriers exchanging telecommunications traffic do not charge each other for specific transport and/or termination functions or services as defined in 47 C.F.R. § 51.713.
2. "InterMTA Traffic" means telecommunications traffic exchanged between a LEC and a CMRS provider that, at the beginning of the call, originates in one Major Trading Area ("MTA"), as defined in 47 C.F.R. § 24.202(a), and terminates in another MTA.
3. "Non-Access Telecommunications Traffic" (IntraMTA Traffic) means telecommunications traffic exchanged between a LEC and a CMRS provider that, at the beginning of the call, originates and terminates within the same MTA.

**B. Amendment Terms**

1. Pursuant to the FCC's USF/ICC Transformation Order, effective for traffic exchanged on and after July 1, 2012, Bill-and-Keep shall be the compensation methodology for Non-Access Telecommunications Traffic exchanged between Millington and Sprint.


2. This Amendment shall remain effective as long as the Original Agreement remains effective between the Parties. Notwithstanding the foregoing, if by any decision, order or determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, any portion of the USF/ICC Transformation Order is reversed or remanded, then the Parties agree to comply with all requirements of the applicable decision, order or determination. The Parties acknowledge that such an order might vacate the USF/ICC Transformation Order or render it void *ab initio*, and might provide that change in law amendments (like this Amendment) are void. In the event of such an order, the Original Agreement and per-minute of use rate contained therein shall be applied in lieu of bill-and keep. If the Parties have already moved to bill-and-keep, and the order provides for the reinstatement retroactively, then the Parties will apply such rate(s) retroactively back to the effective date of this amendment or the date of the court ordered stay, vacatur or other modification or clarification, as required by said order.
3. InterMTA Traffic – The Parties agree that traffic that is directly or indirectly delivered, may be rated and recorded as IntraMTA Traffic, but may have originated and terminated in different MTAs and therefore, is InterMTA Traffic subject to the terms of the Original Agreement.
  - 3.1 Recognizing that Millington does not have a way of accurately measuring this InterMTA Traffic, the Parties agree, for the purposes of this Amendment, to maintain the existing InterMTA Factor of the Original Agreement at this time.
  - 3.2 Further, the Parties agree that the Original Agreement and this Amendment are intended primarily for the exchange of IntraMTA Traffic. Because of the mobile nature of Sprint's customers, the Parties acknowledge that a *de minimus* amount of InterMTA Traffic can be delivered directly over the interconnection trunks or indirectly *via* the third party tandem; however, excessive or unreasonable amounts of other identifiable InterMTA Traffic shall not be delivered in this manner and shall not be common practice.
4. In accordance with FCC Rule 47 C.F.R. §51.709(c), for Non-Access Telecommunications Traffic exchanged between Millington and Sprint, Millington will be responsible for "Transport" (as defined in 47 C.F.R. §51.701(c)) to Sprint's interconnection point when it is located within Millington's service area. When Sprint's interconnection point is located outside Millington's service area, Millington's Transport and provisioning obligation stops at its meet point and Sprint is responsible for the remaining Transport to its interconnection point.
5. Call Signaling. Sprint and Millington shall comply with all FCC rules regarding call signaling, including those set forth in the USF/ICC Transformation Order.


6. Updated Contacts:

<b>Millington Telephone Company, Inc.</b>  <u>For Official Notices:</u>  David Espinoza Millington Telephone Company, Inc. 4880 Navy Road P.O. Drawer 429 Millington, TN 38083-0429 Phone: 901-872-7771  <u>For Billing:</u>  David Espinoza Millington Telephone Company, Inc. 4880 Navy Road P.O. Drawer 429 Millington, TN 38083-0429 Phone: 901-872-7771	<b>Sprint Spectrum L.P.</b>  <u>For Official Notices:</u>  Sprint Manager, Carrier Interconnection KSOPHE0102-1D218 6360 Sprint Parkway Overland Park, KS 66251  KSOPHA0310-3B268 (overnight delivery) 6330 Sprint Parkway Overland Park, KS 66251 Phone: 913-762-4847  With a copy to:  Sprint Legal/Telecom Management Group KSOPHE0312-3A318 6360 Sprint Parkway Overland Park, KS 66251  <u>For Billing:</u>  Sprint Nextel Access Verification KSOPHL0412-4A309 P.O. Box 7942 Overland Park, KS 66207-0942
--	---

7. This Amendment shall be effective July 1, 2012.
8. This Amendment shall remain effective as long as the Original Agreement remains effective between the Parties, subject to future changes in law.
9. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented without the written consent thereto by both Parties' authorized representatives.
10. Except as expressly set forth herein, the terms and conditions of the Original Agreement shall remain in full force and effect without change.

IN WITNESS THEREOF, The Parties, intending to be legally bound, have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

<b>Sprint Spectrum L.P.</b>	
By:	
Name:	Rick D. Ratliff
Title:	Director, Switched Access Planning
Date:	11/13/12

<b>Millington Telephone Company, Inc.</b>	
By:	
Name:	Holly Starnes
Title:	President
Date:	11/14/12