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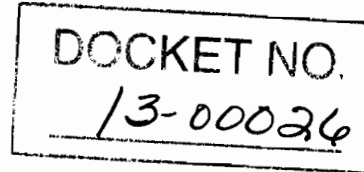
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January 24, 2013

Kenneth C. Hill, Chairman
Tennessee Regulatory Authority
460 James Robertson Pkwy.
Nashville, TN 37243



Re: Approval of the Amendment to the Traffic Exchange Agreement Negotiated by and between Millington Telephone Company, Inc. and PowerTel/Memphis, Inc., Pursuant to Sections 251(a) and 251(b)(5) of the Telecommunications Act of 1996

Docket No. 09-00080

Dear Mr. Hill:

Enclosed for filing are an original and five (5) copies of the Petition for Approval and the Amendment to the Traffic Exchange Agreement negotiated by and between Millington Telephone Company, Inc. ("Millington") and PowerTel/Memphis, Inc. ("T-Mobile"). Both Parties respectfully request that the filed Amendment be reviewed and considered for approval at the Authority's earliest convenience.

John Staurulakis, Inc. is filing the enclosed petition and Amendment on behalf of Millington and would appreciate that you file the same and return the extra copy stamped "filed" in the enclosed self-addressed, stamped envelope provided.

Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Mark A. Ozanick'.

Mark A. Ozanick, Staff Consultant – Regulatory & Policy
John Staurulakis, Inc.

cc: John Strode, Millington Telephone Company, Inc.
Jill Mounsey, T-Mobile USA

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee 37243

In Re: *Approval of the Amendment to the Traffic Exchange Agreement Negotiated by and between Millington Telephone Company, Inc. and PowerTel/Memphis, Inc., 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 POWERTEL/MEMPHIS, INC.,
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 PowerTel/Memphis, Inc. ("T-Mobile") 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. T-Mobile 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 T-Mobile 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 T-Mobile 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 T-Mobile 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 T-Mobile 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 24

th day of January 2013.

Respectfully submitted,

By: 
Mark A. Ozaniek
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:

John Strode
Millington Telephone Company, Inc.
P.O. Box 17040
Jonesboro, AR 72403

Jill Mounsey
T-Mobile USA
12920 SE 38th St.
Bellevue, WA 98006



Mark A. Ozanick

**AMENDMENT NO. 1
TO THE INTERCONNECTION AND RECIPROCAL COMPENSATION AGREEMENT
BY AND BETWEEN
MILLINGTON TELEPHONE COMPANY, INC. AND POWERTEL/MEMPHIS, INC.,
AS SUCCESSOR IN INTEREST TO T-MOBILE USA, INC.**

This is an Amendment (“Amendment”) to the Interconnection and Reciprocal Compensation Agreement by and between Millington Telephone Company, Inc. (“Millington”) and PowerTel/Memphis, Inc. (“T-Mobile”), jointly the “Parties.”

RECITALS

WHEREAS, the Parties, or their predecessors in interest, previously entered into an Interconnection and Reciprocal Compensation 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. The Parties amend their Agreement by replacing all references in the Agreement to “Telecommunications Traffic,” “Local Traffic,” and “IntraMTA Traffic” with the term “Non-Access Telecommunications Traffic.” 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 T-Mobile.
2. In the event of a judicial stay or court-ordered vacatur of the FCC’s USF/ICC Transformation Order that change reciprocal compensation rules for Non-Access Telecommunications Traffic, the Parties agree to comply with and adhere to the requirements of such judicial stay or court-ordered vacatur.
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 switched access compensation.
 - 3.1 Recognizing that neither Party currently has a way of accurately measuring this InterMTA Traffic, the Parties agree, for the purposes of this Amendment, to maintain the existing InterMTA Factor at this time. The Parties agree to work cooperatively to conduct traffic studies within six (6) months of the effective date of this Amendment to establish a new InterMTA Factor.
 - 3.2 Further, the Parties agree that this Amendment is intended primarily for the exchange of IntraMTA Traffic. Because of the mobile nature of T-Mobile’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.
 - 3.3 The Parties agree to review the InterMTA Factor on a periodic basis and, if warranted by the actual usage, revise the factor appropriately. Both Parties shall cooperate in exchanging necessary records and information required to conduct such reviews. Once the new InterMTA Factor is established, each Party shall only have the right to conduct a review of the InterMTA Factor no more than one time in a consecutive 12-month period.
4. In accordance with FCC Rule 47 C.F.R. §51.709(c) for Non-Access Telecommunications Traffic exchanged between Millington, as and only as an interstate rate-of-return regulated rural telephone company, and T-Mobile, Millington will be responsible for transport to T-Mobile’s interconnection point when it is located within Millington’s service area. When T-Mobile’s interconnection point is located outside Millington’s service area, Millington’s transport and provisioning obligation stops at its meet point

and T-Mobile is responsible for the remaining transport to its interconnection point (the "Rural Transport Rule").

5. Call Signaling. The Calling Party Number ("CPN") associated with the End-User Customer originating the call must be provided as required by FCC rules (47 C.F.R. §64.1601). The CPN shall not be altered. The CPN will be provided by each Party in conjunction with all traffic it exchanges to the extent required by industry standards and FCC rules. The CPN follows the North American Numbering Plan Administration ("NANPA") standards and can be identified in numbering databases and the LERG as an active number. The CPN is assigned to an active End-User. Signaling information shall be shared between the Parties at no charge to either Party.

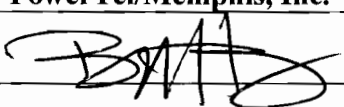
6. Updated Contacts –

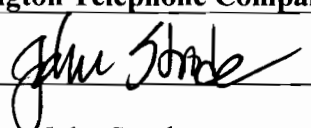
Millington Telephone Company, Inc.	T-Mobile
<u>For Official Notices:</u> John Strode Ritter Communications 2400 Ritter Drive Jonesboro, AR 72401 Phone: 870-336-2345	<u>For Official Notices:</u> Carrier Management PowerTel/Memphis, Inc. 12920 SE 38 th Street Bellevue, WA 98006
<u>For Billing:</u> David Espinoza Millington Telephone Company, Inc. 4880 Navy Road P.O. Drawer 429 Millington, TN 38083-0429 Phone: 901-872-7771	<u>General Counsel</u> PowerTel/Memphis, Inc. 12920 SE 38 th Street Bellevue, WA 98006 <u>For Billing:</u> T-Mobile – Media Processing Center P.O. Box 982245 El Paso, TX 79998-2245

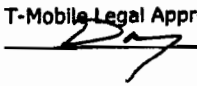
7. This Amendment shall be effective July 1, 2012.
8. This Amendment shall remain effective as long as the Original Agreement remains effective between the Parties, subject to future changes in law.
9. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified 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 WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

PowerTel/Memphis, Inc.	
By:	
Name:	Bryan Fleming
Title:	V.P. Technical Systems & Business Operations
Date:	12/17/12

Millington Telephone Company, Inc.	
By:	
Name:	John Strode
Title:	Vice President – External Affairs
Date:	1-11-13

T-Mobile Legal Approval By:  2012.12.17
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