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T.R.A. DOCKET ROOM

April 3, 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 Verizon Wireless, Pursuant to Sections 251(a) and 251(b)(5) of the Telecommunications Act of 1996*

Docket No. ~~08-00218~~ 13-00060

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 Verizon Wireless ("VZW"). 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,

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

cc: John Strode, Millington Telephone Company, Inc.
Marc Sterling, Verizon Wireless

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 Verizon Wireless, 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 VERIZON WIRELESS, 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 Verizon Wireless ("VZW") 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. VZW 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 VZW 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 VZW 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 VZW 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 VZW 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 3rd day of April 2013.

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:

John Strobe
Millington Telephone Company, Inc.
c/o Ritter Communications
2400 Ritter Dr.
Jonesboro, AR 72403

Marc Sterling, Contract Negotiator
Verizon Wireless
1120 Sanctuary Pkwy., Suite 150
Mail Code: GASA5ICT
Alpharetta, GA 30009

Mark A. Ozanick

**AMENDMENT NO. 1
TO THE TRAFFIC EXCHANGE AGREEMENT
BY AND BETWEEN
MILLINGTON TELEPHONE COMPANY, INC. AND VERIZON WIRELESS**

This is an Amendment ("Amendment") to the Traffic Exchange Agreement by and between Millington Telephone Company, Inc. ("Millington") and the Verizon Wireless entities listed on the signature page of this Amendment, individually and collectively d/b/a Verizon Wireless ("VZW"), 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. §§251/252, effective April 1, 2008; 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 VZW so long as the USF/ICC Transformation Order is effective and unstayed, or such other rate, if any, set by a subsequent effective and unstayed order, if any, of the FCC or a court of competent jurisdiction.
2. InterMTA Traffic – Notwithstanding any other provision in the Agreement, tariffed access rates apply to InterMTA Traffic originated on VZW's network and delivered to Millington for termination to its customers. VZW shall compensate Millington at Millington's applicable access tariff rates for all VZW-originated Inter-MTA Traffic only to the extent that such VZW-originated InterMTA Traffic is not handed off to an Interexchange Carrier for delivery to Millington. Recognizing that Millington is not able to measure InterMTA Traffic, both Parties agree to maintain the existing InterMTA Factor at this time to determine an estimate of mobile to land traffic that is compensable InterMTA Traffic. Upon request of either Party at least six (6) months after the Amendment Effective Date and no more often than once per calendar year, the Parties shall renegotiate the InterMTA Factor based on either Party's current traffic study data or ability to record actual usage. The InterMTA Factor set forth in this Amendment (or any subsequent amendment) shall remain in effect until the Parties execute a written amendment that: (i) changes the InterMTA Factor based on current traffic study data; or (ii) deletes the InterMTA Factor and institutes billing for InterMTA Traffic based on actual recorded usage that is available and verifiable by both Parties. Where the Parties have the ability to bill for InterMTA Traffic based on actual recorded usage, and that usage is available and verifiable by both Parties, the Parties may agree to implement billing based on actual usage instead of a mutually agreeable traffic factor.
3. To the extent that VZW's Point of Interconnection ("POI") is located outside of Millington's service area (*e.g.*, at a third-party tandem as identified in the LERG) and Millington is a rate of return regulated rural local exchange carrier as defined in 47 C.F.R. §51.5, Millington's "Transport" (as defined in 47 C.F.R. §51.701(1)(c)) and provisioning obligation for Non-Access Telecommunications Traffic stops at its service area boundary meet-point. For such traffic, VZW is responsible for any and all remaining Transport outside of Millington's service area to VZW's POI, including Transport for Millington-originated traffic sent to VZW's POI through a third-party Transport provider selected by VZW. To the extent that Millington is not a rate of return regulated rural local exchange carrier as defined in 47 C.F.R. §51.5, Millington's Transport and provisioning obligation for Non-Access Telecommunications Traffic stops at VZW's POI, regardless of whether VZW's POI is located inside or outside of Millington's service area.
4. Call Signaling. For traffic exchanged under the Agreement, as amended by this Amendment, the Parties agree to transmit signaling information, including calling party number (CPN), in accordance with applicable law and industry standards.
5. The Parties will connect their networks using SS7 as defined in applicable industry

standards including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for Common Channel Signaling ("CCS")-based features to facilitate interoperability of CLASS features and functions between their respective networks. Signaling information shall be shared between the Parties at no charge to either Party.

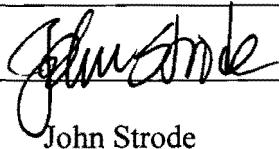
6. In order to process, track and monitor the traffic that is being exchanged, the Parties agree to cooperate with one another on the exchange of all appropriate CCS messages, for call set-up, including without limitation ISUP and TCAP messages.
7. Updated Contacts –

Millington Telephone Company, Inc.	Verizon Wireless
<u>For Official Notices:</u> John Strode Ritter Communications 2400 Ritter Drive Jonesboro, AR 72401 Phone: 870-336-2345	<u>For Official Notices:</u> Verizon Wireless 1120 Sanctuary Parkway, Suite 150 Alpharetta, GA 30009 770-797-1230 Attn: Manager – Interconnection
<u>For Billing:</u> Millington Telephone Company, Inc. 4880 Navy Road P.O. Drawer 429 Millington, TN 38083-0429 Phone: 901-872-7771	With a copy to: Verizon Global Wholesale 1320 North Courthouse Road, 9 th Floor Arlington, VA 22201 Attn: Deputy General Counsel <u>For Billing:</u> Verizon Wireless ATTN: Mary London 575 Hickory Hills Blvd. Whites Creek, TN 37189 615-386-5119

8. This Amendment shall be effective July 1, 2012.
9. This Amendment shall remain effective as long as the Original Agreement remains effective between the Parties, subject to future changes in law.
10. 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.

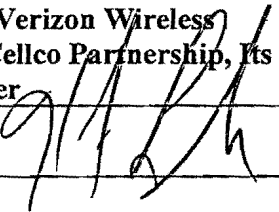
11. Except as expressly set forth herein, the terms and conditions of the Original Agreement shall remain in full force and effect without change.

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.

Alltel Communications, LLC d/b/a Verizon Wireless	Millington Telephone Company, Inc.
Cellco Partnership d/b/a Verizon Wireless	
RCC Minnesota, Inc.	
Verizon Wireless Personal Communications L.P. d/b/a Verizon Wireless	
Verizon Wireless Telecom Inc. d/b/a Verizon Wireless	
Verizon Wireless Tennessee Partnership d/b/a Verizon Wireless	
By: Cellco Partnership, Its General Partner	
By:	By: 
Name: Hans Leutenegger	Name: John Strode
Title: Area Vice President, Network	Title: Vice President – External Affairs
Date:	Date: 3/25/2013

11. 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.

Alltel Communications, LLC d/b/a Verizon Wireless	Millington Telephone Company, Inc.
Cellco Partnership d/b/a Verizon Wireless	
RCC Minnesota, Inc.	
Verizon Wireless Personal Communications L.P. d/b/a Verizon Wireless	
Verizon Wireless Telecom Inc. d/b/a Verizon Wireless	
Verizon Wireless Tennessee Partnership d/b/a Verizon Wireless	
By: Cellco Partnership, Its General Partner	
By:  SM	By:
Name: Hans Leutenegger	Name: Holly Starnes
Title: Area Vice President, Network	Title: President
Date: 1/4/13	Date: