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**Community Telephone Company and  
New Cingular Wireless PCS, LLC**

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**Joint Application for Approval of an  
Amendment to the Interconnection and  
Reciprocal Compensation Agreement**

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DOCKET NO. \_\_\_\_\_

<b>JOINT APPLICATION OF COMMUNITY</b>	<b>§</b>	<b>PUBLIC UTILITY COMMISSION</b>
<b>TELEPHONE COMPANY AND</b>	<b>§</b>	
<b>NEW CINGULAR WIRELESS PCS, LLC</b>	<b>§</b>	
<b>FOR APPROVAL OF AN AMENDMENT</b>	<b>§</b>	<b>OF</b>
<b>TO THE INTERCONNECTION AND</b>	<b>§</b>	
<b>RECIPROCAL COMPENSATION</b>	<b>§</b>	
<b>AGREEMENT UNDER PURA AND THE</b>	<b>§</b>	<b>TEXAS</b>
<b>TELECOMMUNICATIONS ACT OF</b>	<b>§</b>	
<b>1996</b>		

JOINT APPLICATION OF COMMUNITY TELEPHONE COMPANY AND  
NEW CINGULAR WIRELESS PCS, LLC FOR APPROVAL OF AN AMENDMENT  
TO THE INTERCONNECTION AND RECIPROCAL COMPENSATION AGREEMENT  
UNDER PURA AND THE TELECOMMUNICATIONS ACT OF 1996

COMES NOW Community Telephone Company (“Community”) and New Cingular Wireless PCS, LLC (“AT&T Mobility”) (collectively the “Applicants”) to file this, their Joint Application for Approval of an Amendment to the Interconnection and Reciprocal Compensation Agreement (“Agreement”) under the Telecommunications act of 1996<sup>1</sup> and Section 252(e) of the Act, and would respectfully show the Public Utility Commission of Texas (the “Commission”) the following:

I.

Interconnection and Reciprocal Compensation Amendment Reached

The Applicants have executed the Amendment filed herewith as Attachment 1, and present it to the Commission for approval pursuant to the terms of Section 252 of the Act and applicable Procedural Rules. The Applicants intend for this Amendment to modify the terms and

<sup>1</sup> *Telecommunications Act of 1996, Pub L. No. 104-104, 110 Stat. 56 (codified as amended in scattered sections of 15 and 47 U.S.C.) (“Act”).*

conditions of the underlying Agreement approved by the Commission on July 19, 2006 in Docket 32904.

## II.

### Request for Approval

The Applicants jointly seek the Commission's approval of the Amendment, consistent with the provisions of Section 252 of the Act and P.U.C. PROC. R. 21.101. The Amendment complies with P.U.C. PROC. R. 21.101 because the Amendment is consistent with the public interest, convenience and necessity and does not discriminate against any telecommunications carrier that is not a party to this Amendment. Community in no way waives its rights as a Rural Telephone Company under Section 251(f) of the Act by entering into this Amendment.

The Applicants respectfully request that the Commission grant expeditious approval of this Amendment, without change, suspension, or other delay in its implementation. This is a bilateral Amendment reached as a result of good faith negotiations between the Applicants.

## III.

### Standard for Review

The statutory standards of review are set forth in Section 252(e) of the Act and P.U.C. PROC. R. 21.101. Section 252(e) of the Act provides as follows:

Section 252(e) of the Federal Act:

- (e) APPROVED BY STATE COMMISSION.
- (1) APPROVAL REQUIRED. -- Any 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.

The affidavits of Jerry Hicks of AT&T Mobility, filed herewith as Attachment 2, and Clifford Humpert of Community, filed herewith as Attachment 3, establish that the Amendment submitted herein satisfies these standards.

IV.

Requested Procedure

Given the relatively narrow scope of the approval process contemplated by Section 252(e) of the Act, Applicants suggest that the Commission adopt in this instance the procedure of (1) publishing notice and (2) soliciting on an expedited basis written comments (and reply comments, as necessary) on the relevant issues as they relate to this Amendment.

V.

Relief Requested

The Applicants request that the Commission provide the following relief:

1. Forthwith issue notice in the *Texas Register* requesting written comments, if any, on an expedited basis.
2. Approve the Agreement as early as possible by Commission order.


VI.

Conclusion


For the reasons set forth above, the Applicants respectfully pray that the Commission grant all of the relief requested herein and such other and further relief to which the Applicants may show themselves to be justly entitled.

Respectfully submitted,

John Staurulakis, Inc.  
9430 Research Blvd.  
Echelon Bldg. II, Suite 200  
Austin, Texas 78759  
(512) 338-0473

By:   
Cindy Neugebauer  
Authorized Representative for  
Community Telephone Company

New Cingular Wireless PCS, LLC  
26019 NE 34<sup>th</sup> Street  
Redmond, WA 98053  
(425) 241-2751

By:   
Sheila M. Paananen  
Authorized Representative for  
New Cingular Wireless PCS, LLC

**JOINT APPLICATION OF COMMUNITY TELEPHONE COMPANY AND  
NEW CINGULAR WIRELESS PCS, LLC FOR  
APPROVAL OF AN AMENDMENT TO THE INTERCONNECTION AND  
RECIPROCAL COMPENSATION AGREEMENT UNDER  
THE FEDERAL TELECOMMUNICATIONS ACT OF 1996**

**ATTACHMENT 1 – AMENDMENT TO THE INTERCONNECTION AND  
RECIPROCAL COMPENSATION AGREEMENT**

**AMENDMENT NO. #1  
TO THE WIRELESS INTERCONNECTION AND RECIPROCAL COMPENSATION  
AGREEMENT BY AND BETWEEN  
COMMUNITY TELEPHONE COMPANY AND NEW CINGULAR WIRELESS PCS, LLC, AND  
ITS COMMERCIAL MOBILE RADIO SERVICE AFFILIATES, D/B/A AT&T MOBILITY**

This is an Amendment (“Amendment”) to the Wireless Interconnection and Reciprocal Compensation Agreement by and between Community Telephone Company (“Community”), and New Cingular Wireless PCS, LLC, and its Commercial Mobile Radio Service affiliates, d/b/a AT&T Mobility (“AT&T Mobility”), jointly the “Parties.”

**RECITALS**

WHEREAS, the Parties, or their predecessors in interest, previously entered into a Wireless Interconnection and Reciprocal Compensation Agreement (“Original Agreement”), pursuant to 47 U.S.C. §§251 and 252, filed with the Public Utility Commission of Texas in Docket No. 32904; 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 which authorizes the Parties to amend the Original 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 Community and AT&T Mobility.
  - 1.1 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. Notwithstanding the foregoing, if as a result of any decision, order or determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, the FCC's USF/ICC Transformation Order regarding the bill-and-keep arrangements for IntraMTA traffic are reversed, remanded, stayed, or vacated ("Bill-and-Keep Decision"), then the Parties agree to comply with all requirements of the Bill-and-Keep Decision.

1.2 Unless the Bill-and-Keep Decision expressly provides otherwise, the following reciprocal compensation rates for Non-Access Telecommunications Traffic shall apply:

1.2.1 In the event of a reversal, remand, or vacatur, the per minute of use reciprocal compensation rates listed in the Original Agreement shall be applied in lieu of Bill-and-Keep, and, if the reversal, remand, or vacatur so requires, the Parties will true up the rates and apply such rates retroactively back to July 1, 2012.

1.2.2 In the case of a judicial stay, the Parties will apply the reciprocal compensation rates listed in the Original Agreement prospectively from the date the stay is issued. If such judicial stay is subsequently lifted and there is not a corresponding court-ordered reversal or vacatur, the Parties will move to Bill-and-Keep.

2. 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.

2.1 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.

2.2 Further, the Parties agree that this Amendment is intended primarily for the exchange of IntraMTA Traffic. Because of the mobile nature of AT&T Mobility'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.

2.3 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.

3. FCC Rule 47 C.F.R. §51.709(c) provides that for Non-Access Telecommunications Traffic exchanged between Community and AT&T Mobility, Community will be responsible for transport to AT&T Mobility's interconnection point when it is located within Community's service area. When AT&T Mobility's interconnection point is located outside Community's service area, Community's transport and provisioning obligation stops at its meet point and AT&T Mobility is responsible for the remaining transport to its interconnection point (the "Rural Transport Rule").

3.1 Community shall notify AT&T Mobility within ten (10) days of any change in its status as a rural rate-of-return LEC. In the event of any such change, Community will, upon AT&T Mobility's request, commence negotiations on a further amendment to the Original Agreement within thirty (30) days of such request.

4. 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.
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.

<b>Community Telephone Company</b>	<b>AT&amp;T Mobility</b>
<p><u>For Official Notices:</u></p> <p>Community Telephone Company Attn: Clifford Humpert 10183 State Highway 25E Windthorst, Texas 76389-0130</p> <p><u>For Billing:</u></p> <p>Community Telephone Company P.O. Box 130 Windthorst, Texas 76389</p>	<p><u>For Official Notices:</u></p> <p>AT&amp;T Mobility LLC 1277 Lenox Park Blvd. Suite 4A42 Atlanta, GA 30319 Attn: Senior Contract Manager Phone: 404-499-6086 Fax: 404-986-8452</p> <p>With a copy to:</p> <p>AT&amp;T Services, Inc. Legal Department 675 West Peachtree Street Atlanta, GA 30308 Attn: Interconnection Agreement Counsel</p> <p><u>For Billing:</u></p> <p>AT&amp;T Mobility C/O TEOCO 12150 Monument Drive, Suite 700 Fairfax, VA 22033 (in "RE" space put "Xtrak")</p>

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 of 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.

<b>New Cingular Wireless PCS, LLC, and its Commercial Mobile Radio Service affiliates, d/b/a AT&amp;T Mobility</b>	
By:	<i>Sheila Paananen</i>
Name:	Sheila Paananen
Title:	Lead Carrier Relations Manager
Date:	<i>10/15/2012</i>

<b>Community Telephone Company</b>	
By:	<i>Clifford Humpert</i>
Name:	Clifford Humpert
Title:	Vice President/General Manager
Date:	<i>10/15/2012</i>

**JOINT APPLICATION OF COMMUNITY TELEPHONE COMPANY AND  
NEW CINGULAR WIRELESS PCS, LLC FOR  
APPROVAL OF AN AMENDMENT TO THE INTERCONNECTION AND  
RECIPROCAL COMPENSATION AGREEMENT UNDER  
THE FEDERAL TELECOMMUNICATIONS ACT OF 1996**

**ATTACHMENT 2 – AFFIDAVIT OF JERRY L. HICKS**

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<b>TELECOMMUNICATIONS ACT OF</b>	<b>§</b>	
<b>1996</b>	<b>§</b>	

**AFFIDAVIT OF JERRY L. HICKS**

BEFORE ME, the undersigned authority on this 15th day of October 2012, personally appeared Jerry L. Hicks, who being by me duly sworn on oath deposed and said:

1. My name is Jerry Hicks. I am over the age of 21, of sound mind and competent to testify to the matters stated herein. I am responsible for supervising interconnection negotiations leading to the signing of the Intercarrier Compensation Amendment (the "Amendment" to the Interconnection and Reciprocal Compensation Agreement (the "Agreement") between Community Telephone Company ("Community") and New Cingular Wireless PCS, LLC ("AT&T Mobility"). I have personal knowledge of the interconnection negotiations between Community and AT&T Mobility preceding this Amendment. The parties have diligently negotiated, culminating in this Amendment.

2. The Amendment was negotiated in good faith, and is pro-competitive in that it implements and supplements the terms of the underlying Agreement between the parties in a way which the parties believe is consistent with the Telecommunications Act, as amended in 1996.

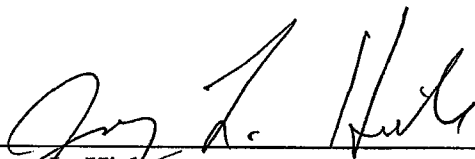
3. The implementation of the Amendment is consistent with the public interest, convenience, and necessity.

4. Further, consistent with the policy provisions of PURA, I believe that this Amendment will foster, encourage and accelerate the continuing development and emergence of a competitive advanced telecommunications environment and infrastructure and to that end, not only advance, but, also protect the public interest.

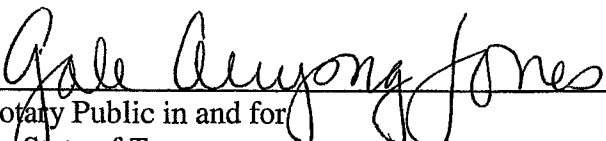
5. I am not aware of any provision in this Amendment that discriminates against a telecommunications carrier that is not a party to the Amendment. The terms of this Amendment are available to any telecommunications carrier who chooses to adopt the terms, conditions and rates of the Amendment.

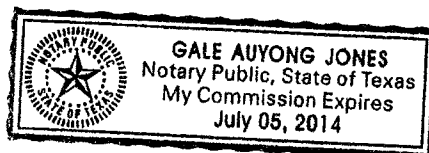
6. I am not aware of any outstanding issues between the parties that need the assistance of mediation or arbitration at this time.

FURTHER AFFIANT SAYETH NOT.

  
\_\_\_\_\_  
Jerry L. Hicks  
Director-Regulatory

SUBSCRIBED AND SWORN TO BEFORE ME on this 15<sup>th</sup> day of October 2012, to certify which witness my hand and seal of office.

  
\_\_\_\_\_  
Notary Public in and for  
the State of Texas



**JOINT APPLICATION OF COMMUNITY TELEPHONE COMPANY AND  
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**ATTACHMENT 3 – AFFIDAVIT OF CLIFFORD HUMPERT**

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<b>1996</b>	<b>§</b>	

**AFFIDAVIT OF CLIFFORD HUMPERT**

BEFORE ME, the undersigned authority on this 15 day of October 2012, personally appeared Clifford Humpert, who being by me duly sworn on oath deposed and said:

1. My name is Clifford Humpert. I am over the age of 21, of sound mind and competent to testify to the matters stated herein. I am responsible for supervising interconnection negotiations leading to the signing of the Intercarrier Compensation Amendment to the Interconnection Agreement (the "Amendment") between Community Telephone Company ("Community") and New Cingular Wireless PCS, LLC ("AT&T Mobility). I have personal knowledge of the interconnection negotiations between Community and AT&T Mobility preceding this Amendment. The parties have diligently negotiated, culminating in this Amendment.

2. The Amendment was negotiated in good faith, and is pro-competitive in that it implements and supplements the terms of the underlying Agreement between the parties in a way which the parties believe is consistent with the Telecommunications Act, as amended in 1996.



3. The implementation of the Amendment is consistent with the public interest, convenience, and necessity.

4. Further, consistent with the policy provisions of PURA, I believe that this Amendment will foster, encourage and accelerate the continuing development and emergence of a competitive advanced telecommunications environment and infrastructure and to that end, not only advance, but, also protect the public interest.

5. I am not aware of any provision in this Amendment that discriminates against a telecommunications carrier that is not a party to the Amendment. The terms of this Amendment are available to any telecommunications carrier who chooses to adopt the terms, conditions and rates of the Amendment.

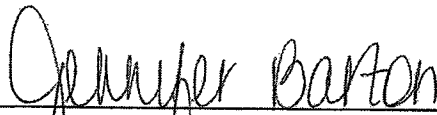
6. I am not aware of any outstanding issues between the parties that need the assistance of mediation or arbitration at this time.

FURTHER AFFIANT SAYETH NOT.



Clifford Humpert  
Vice President/General Manager

SUBSCRIBED AND SWORN TO BEFORE ME on this 15 day of October 2012, to certify which witness my hand and seal of office.



Notary Public in and for  
the State of Texas

