

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

Application for Approval of an Amendment)
To the Traffic Termination Agreement)
with U.S. Cellular) Case No. _____

APPLICATION

Comes now Holway Telephone Company (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 United States Cellular Corporation, and its Commercial Mobile Radio Service (CMRS) Operating Affiliates ("U.S. Cellular"). 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. U.S. Cellular is a Delaware corporation authorized to do business in the state of Missouri. Copies of filings made in this proceeding can be served upon the following contact for U.S. Cellular:

Darrell Townsley
U.S. Cellular
National Network Planning
8410 W. Bryn Mawr Avenue
Suite 700
Chicago, IL 60631
(773) 399-8911
darrell.townsley@uscellular.com

3. In Case No. TO-2006-0270, the Commission approved the wireless Traffic Termination Agreement currently in effect between Company and U.S. Cellular.

4. In an Order released November 18, 2011 (the "FCC Order"),¹ 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. U.S. Cellular has made such a request to Company, and thereafter U.S. Cellular 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 U.S. Cellular 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.

¹ *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 U.S. Cellular 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

W.R. England, III Mo. Bar #23975
Brian T. McCartney Mo. Bar #47788
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312 East Capitol Avenue
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(573) 635-7166
(573) 634-7431 FAX
trip@brydonlaw.com
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 19th day of November, 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

Darrell Townsley
U.S. Cellular
National Network Planning
8410 W. Bryn Mawr Avenue
Suite 700
Chicago, IL 60631

/s/ Brian T. McCartney

VERIFICATION

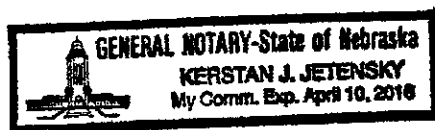
I, Jane Sutherland, Customer Operations Manager of Holway Telephone Company, hereby verify and affirm that I have read the foregoing APPLICATION and that the statements contained herein are true and correct to the best of my information and belief.

Jane Sutherland

STATE OF Nebraska)
) ss
COUNTY OF Washington)

Subscribed and sworn to me, a Notary Public, on this 1st of November, 2012.

Kerstan J. Jetensky
Notary Public



My Commission expires April 10, 2016.

**AMENDMENT TO THE TRAFFIC TERMINATION AGREEMENT
BETWEEN UNITED STATES CELLULAR CORPORATION, AND ITS
COMMERCIAL MOBILE RADIO SERVICES (CMRS) OPERATING AFFILIATES,
AND HOLWAY TELEPHONE COMPANY**

This Amendment to the Traffic Termination Agreement (Amendment) between United States Cellular Corporation, and its Commercial Mobile Radio Service (CMRS) Operating Affiliates ("U.S. Cellular"), and Holway Telephone Company, an Incumbent Local Exchange Carrier ("ILEC"), certificated to provide local exchange services in the State of Missouri (U.S. Cellular and ILEC are also sometimes referred to as "Party" or, collectively, "Parties").

RECITALS

WHEREAS, the Parties, or their predecessors in interest, previously entered into a Traffic Termination Agreement (TTA) 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 TTA to update and/or revise other terms and conditions of their TTA.

AGREEMENT

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

SECTION 2 – DEFINITIONS

The Parties intend the TTA 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 U.S. Cellular, shall be synonymous with, and have the same meaning as, “Local Traffic” or “IntraMTA Traffic” as those terms are defined or used in the TTA. “Non-Access Telecommunications Traffic” is defined by 47 C.F.R. 51.701. The term “Access Telecommunications Traffic” as applied to traffic exchanged between ILEC and U.S. Cellular 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 TTA.

SECTION 3 – TRAFFIC EXCHANGE

The Parties intend the TTA 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 U.S. Cellular’s chosen interconnection point when it is located in the ILEC’s service area. When U.S. Cellular’s chosen interconnection point is located outside ILECs’ service area, ILEC’s transport and provisioning obligation stops at its meet point and U.S. Cellular is responsible for the remaining transport to its interconnection point.

SECTION 4 – COMPENSATION

The Parties intend the TTA 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 TTA 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). Notwithstanding anything to the contrary in the TTA, including any amendments to the TTA, "bill-and-keep" is defined, as referenced in 47 C.F.R. 51.713, as an arrangement in which carriers exchanging telecommunications traffic do not charge each other for specific transport and/or termination functions or services. Access Telecommunications Traffic terminated by one Party to the other Party will continue to be compensated at the applicable tariffed access rate(s) of ILEC.

Further, the Parties intend the TTA, 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 TTA will apply only to (1) traffic that originates on ILEC's network and is routed to U.S. Cellular's wireless network for termination by U.S. Cellular, and 2) traffic that originates through wireless transmitting and receiving facilities before U.S. Cellular delivers traffic to ILEC for termination by ILEC.

SECTION 10 – TERM OF THE AGREEMENT

The Parties agree to amend the term of their TTA 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 TTA or request renegotiation of the TTA upon thirty (30) days written notice

to the other Party. If upon expiration or termination of this TTA, 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 TTA until such time as the successor agreement becomes effective.

SECTION 16 – NOTICE

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

In the case of U.S. Cellular:

Mike Dienhart
Senior Director, National Network Planning
United States Cellular Corporation
8410 West Bryn Mawr Avenue, Suite 700
Chicago, IL 60631
Phone: (773)399-7070
Fax: (773)399-4832
Email: Mike.Dienhart@uscellular.com

With a copy to:

Stephen P. Fitzell
c/o Sidley Austin LLP
One South Dearborn
Chicago, Illinois 60603
Phone: (312) 853-7379
Fax: (312) 853-7036
Email: sfitzell@sidley.com

In the case of ILEC to:

Holway Telephone Company
Attn: Jane Sutherland
1605 Washington Street
Blair, NE 68008
Tele. No.: 402/426-6242
Fax No.: 402/533-1111

With a copy to:
W.R. England, III
Brydon, Swearngen & 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 21 – MISCELLANEOUS

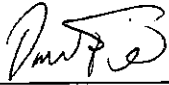
The Parties agree to amend the TTA to add the following provisions:

- a. Except as expressly set forth in this Amendment, all other terms and conditions of the TTA 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 TTA. To the extent there are any inconsistencies between the provisions of this Amendment and the TTA, 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 TTA 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 TTA to be effective on July 1, 2012.

Signatures

**UNITED STATES CELLULAR
CORPORATION AND ITS COMMERCIAL
MOBILE RADIO SERVICE OPERATING
AFFILIATES**



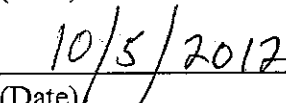
(Signature)

David Fiala

(Print Name)

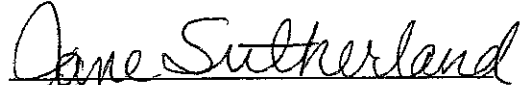
Director – Telco Billing, Contract &
Number Management

(Title)

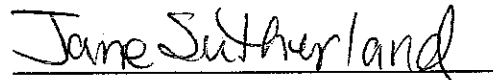


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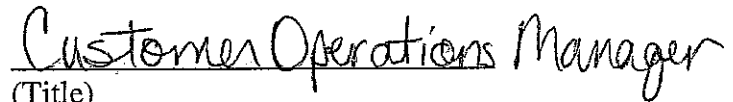
HOLWAY TELEPHONE COMPANY



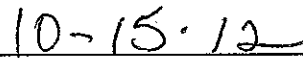
(Signature)



(Print Name)



(Title)



(Date)