

BEFORE THE PUBLIC SERVICE COMMISSION
STATE OF MISSOURI

Application of Mark Twain Rural	)	
Telephone Company	)	
for Approval of an Amendment to a	)	Case No. _____
Traffic Termination Agreement Under the	)	
Telecommunications Act of 1996	)	

APPLICATION FOR APPROVAL
OF AN AMENDMENT TO AN INTERCONNECTION AGREEMENT

COMES NOW Mark Twain Rural Telephone Company, ("Mark Twain") and files this Application for Approval of an Amendment to an Interconnection Agreement, pursuant to Section 252(e) of the Telecommunications Act of 1996 ("the Federal Act"), 4 CSR 240-3.513(6)(c), 4 CSR 240-2.040, 4 CSR 240-2.060 and 4 CSR 240-2.080. In support of the Application, Mark Twain states to the Missouri Public Service Commission ("Commission") as follows:

I. AGREEMENT ON AMENDMENT REACHED

Mark Twain is a local exchange carrier operating in Missouri. Mark Twain is in good standing with the Missouri Secretary of State. In Case No. TC-2002-1077, Mark Twain filed a Certificate of Good Standing from the Secretary of State which the company requests be incorporated by reference in this case. Mark Twain is not aware of any pending action or final unsatisfied judgments or decisions against it from any state or federal agency or court which involve customer service or rates. Mark Twain's annual report and assessment fees are

not overdue. This information is still current and correct, as evidenced by the notarized affidavit of Bill Rohde (see Affidavit, Attachment I).

Cingular Wireless is a commercial mobile radio service carrier operating in Missouri.

On June 21, 2006, Mark Twain and Cingular Wireless executed an Interconnection and Reciprocal Compensation Agreement ("the Agreement") for the State of Missouri pursuant to the terms of the Federal Act. On July 22, 2006, the Agreement was deemed approved by the Commission by operation of law in Case No. TK-2006-0516. On January 4, 2007, Mark Twain and Cingular Wireless executed an Amendment to the Agreement (see Amendment, Attachment II).

Pursuant to the Act, Mark Twain hereby submits this Amendment for approval by the Commission. The Amendment corrects juxtaposed sentences by agreement of the parties. This Amendment results from negotiation between Mark Twain and Cingular Wireless. The Amendment complies fully with Section 252(e) of the Federal Act because the Amendment is consistent with the public interest, convenience and necessity and does not discriminate against any telecommunications carrier. The Amendment consists of three (3) pages. There are no outstanding issues between the Mark Twain and Cingular Wireless that need the assistance of mediation or arbitration.

II. REQUEST FOR APPROVAL

Mark Twain seeks the Commission's approval of the Amendment, consistent with the provisions of the Federal Act and Missouri law. Mark Twain represents that the implementation of this executed Amendment complies fully

with both Missouri law and Section 252(e) of the Federal Act because the Amendment is consistent with the public interest, convenience and necessity and does not discriminate against any telecommunications carrier. Mark Twain respectfully requests that the Commission grant expeditious approval of this Amendment, without change, suspension or delay in its implementation. This is a bilateral Amendment, reached as a result of negotiations and compromise between the parties. Correspondence, orders and decisions in this matter should be addressed to:

W.R. England, III
Brydon, Swearngen & England P.C.
P.O. Box 456
Jefferson City, MO 65102-0456
trip@brydonlaw.com

John Paul Walters
15 East First Street
Edmunds, OK 73034
pwalters@sbcglobal.net

III. COMMISSION AUTHORITY

Under the Federal Telecommunications Act of 1996 ("the Act"), the Commission has the authority to grant the relief requested by Mark Twain.

Specifically, Section 252(a) of the Act provides:

(a) AGREEMENTS ARRIVED AT THROUGH NEGOTIATION

- (1) **VOLUNTARY NEGOTIATIONS.** -- Upon receiving a request for interconnection, services, or network elements pursuant to section 251, an incumbent local exchange carrier may negotiate and enter into a binding agreement with the requesting telecommunications carrier or carriers without regard to the standards set forth in subsections (b) and (c) of section 251. The agreement shall include a detailed schedule

of itemized charges for interconnection and each service or network element included in the agreement. The agreement, including any interconnection agreement negotiated before the date of enactment of the Telecommunications Act of 1996, shall be submitted to the State commission under subsection (e) of this section.

IV. STANDARD OF REVIEW

Under Section 252 of the Act, the Commission has the authority to approve an agreement (or any portion thereof) negotiated between an incumbent local exchange company (ILEC) and other telecommunications carriers. The Commission may only reject an agreement if the agreement is discriminatory to a nonparty or is inconsistent with the public interest, convenience, and necessity. Section 252(e)(2) of the Act provides as follows:

GROUND 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 affidavit of Bill Rohde, Executive Vice-President and General Manager of Mark Twain Rural Telephone Company, establishes that the Agreement satisfies these standards. (Affidavit, Attachment I)

IV. EXEMPTIONS

Section 251(f)(1) of the Act exempts certain rural telephone companies from the additional interconnection requirements contained in Section 251(c). Thus, although all ILECs, as telecommunications carriers, have the duty to interconnect, not all ILECs have to meet the additional interconnection requirements imposed by Section 251(c) of the Act.¹ As a rural carrier, Mark Twain is not required to meet the additional interconnection requirements of Section 251(c). The Parties sought to highlight in Section 20.1 of the Agreement that the Agreement is not an interconnection agreement under Section 251(c), and Mark Twain has not waived its Section 251(f)(1) rural exemption.

V. CONCLUSION

WHEREFORE, Mark Twain respectfully requests the Commission to issue an Order that: (1) approves expeditiously the Amendment between Mark Twain and Cingular Wireless, and (2) grants such other relief as is reasonable in the circumstances.

¹ Section 20.1 of the Agreement states: "This Agreement is not an interconnection agreement under 47 U.S.C. 251(c), but rather a reciprocal compensation agreement under 47 U.S.C. 251(b)(5). The Parties acknowledge that ILEC may be entitled to a rural exemption as provided by 47 U.S.C. 251(f), and ILEC does not waive such exemption by entering into this Agreement."

Respectfully submitted,

By /s/ Brian T. McCartney

W.R. England, III Mo. #23975

Brian T. McCartney Mo. #47788

BRYDON, SWEARENGEN & ENGLAND P.C.

312 East Capitol Avenue, P.O. Box 456

Jefferson City, MO 65102-0456

bmccartney@brydonlaw.com

(573) 635-7166

(573) 634-7431 (FAX)

Attorneys for Mark Twain Rural Telephone Company

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing document was delivered by first class mail, electronic mail or hand delivery, on the 4th day of June, 2007, to the following:

General Counsel
Missouri Public Service Commission
P.O. Box 360
Jefferson City, Missouri 65102

Michael F. Dandino
Office of the Public Counsel
P.O. Box 7800
Jefferson City, Missouri 65102

John Paul Walters
15 East First Street
Edmunds, OK 73034

/s/ Brian T. McCartney

Brian T. McCartney