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February 26, 2010

Ms. Renee Jenkins
Docketing Division
Public Utilities Commission of Ohio
180 East Broad Street, 11th Floor
Columbus, OH 43215-3793

Re: *In the Matter of the Application of Doylestown Telephone Company for Approval of a Negotiated Agreement with Verizon Wireless Pursuant to Section 252 of the Telecommunications Act, Case No. 10-0248-TP-NAG*

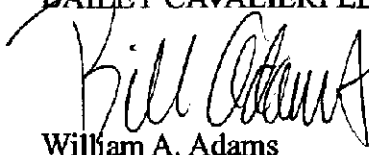
Dear Ms. Jenkins:

Enclosed are the original and seven (7) copies of the *Application for Approval of a Negotiated Agreement Amendment Pursuant to the Telecommunications Act* for filing in the above-captioned matter. Please time stamp and return the additional two (2) copies of the Application to our courier.

Thank you for your assistance.

Very truly yours,

BAILEY CAVALIERI LLC


William A. Adams

WAA:sg

Enclosure

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business
Technician 012 Date Processed 2/26/2010

RECEIVED-DOCKETING DIV
FEB 26 PM 2:03
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The Public Utilities Commission of Ohio
TELECOMMUNICATIONS APPLICATION FORM
for
ILECs Not Subject to Alternative Regulation
(Effective November 14, 2008)

RECEIVED-DOCKETING DIV
FEB 26 PM 2:01
PUCO

In the Matter of the Application of Doylestown Telephone Company) TRF Docket No. **90-TP-TRF**
to for Approval of a Negotiated Agreement with Verizon Wireless) Case No. **10-0248-TP-NAG**
Pursuant to Section 252 of the Telecommunications Act) NOTE: Unless you have reserved a Case # or are filing a
Contract,)

leave the "Case No" fields BLANK.

Name of Company Doylestown Telephone Company
Address of Company 81 North Portage Street, Doylestown, OH 44230-1349
Company Web Address _____
Regulatory Contact Person(s) William A. Adams, Bailey Cavalieri LLC, 10 West Broad Street, Suite 2100,
Columbus, OH 43215-3422 Phone 614.229.3278 Fax 614.221.0479
Regulatory Contact Person's Email Address William.Adams@baileycavalieri.com
Date February 26, 2010

Motion for protective order included with filing? ☐ Yes ☒ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: waiver(s) tolls any automatic timeframe]

NOTE:

- 1) Not-For-Profit companies must use the NFP application Form (See 05-1303-TP-COI (No not use this App Form).
- 2) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901.
- 3) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at www.puco.ohio.gov under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the Commission.
- 4) This form must accompany:
 - ✓ All automatic approval/notice applications filed by incumbent local exchange companies (ILECs) not subject to a qualifying alternative regulation plan when making an application pursuant to Case Nos. 84-944-TP-COI, 86-1144-TP-COI, 89-564-TP-COI, or 99-563-TP-COI.
 - ✓ All non-automatic approval applications filed by incumbent local exchange companies (ILECs) not subject to a qualifying alternative regulation plan when making an application pursuant to Section 4909.18, Ohio Revised Code.

I. Please indicate the reason for submitting this form (check one)

Retail Filings

- ☐ 1 (AEC) Application For Approval Of A Customer Contract For Competitive Services (pursuant to 84-944-TP-COI & 86-1144-TP-COI)
☐ a. Stand-Alone Contract (90-day approval, 7 copies)
☐ b. Pre-Approved Contract (0-day notice, 7 copies)
- ☐ 2 (ACO) ILEC Application for Change in Ownership Pursuant to 4905.402, Ohio Revised Code (30-day approval, 10 copies)
- ☐ 3 (ALI) Small, For-Profit, ILEC Application For A Limited Increase In Non-Basic Rates (60-day approval, 10 copies)
- ☐ 4 (ATA) Application For Tariff Amendment - Retail Tariff - That Does Not Result In An Increase In Rates
Small, for-profit ILECs (45-day approval, 10 copies)
- ☐ 5 (ZTA) Tariff Notification Not For An Increase In Rates Involving Message Toll, Toll-Free Service, 900 And 900-Like Services, 500 Service, Calling Card, Prepaid Calling Card, Private Line, and Speed Dialing In Accordance With Waiver Granted in 99-563-TP-COI (5/11/2000 and 11/21/2002) (0-day notice, 7 copies)
NOTE: Notifications do not require or imply Commission Approval.
- ☐ 6 (Non-Auto) All Others (non-automatic approval, indicate appropriate 3 letter code for case type in Case No. above)

Carrier to Carrier Filings

- ☐ 7 (ATA) Application For Tariff Amendment - Access Tariff Applications pursuant to Rule 4901:1-7-14(B) of O.A.C. (30-day approval)
- ☒ 8 (NAG) Negotiated Carrier-to-Carrier Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act (90-day approval) & Rule 4901:1-7 of O.A.C
- ☐ 9 (ARB) Request for Arbitration of a Carrier-to-Carrier Interconnection Agreement under Section 252 of the Telecommunications Act (non-automatic) & Rule 4901:1-7 of O.A.C

II. The following exhibits corresponding to the list of cases above, at a minimum, are required to be filed:

<input type="checkbox"/>	3, 4, 5, 6, 7	Current Tariff Sheets (to be superseded), if applicable
<input type="checkbox"/>	3, 4, 5, 6, 7	Proposed Tariff Sheets
<input type="checkbox"/>	2, 3, 4, 5, 6, 7	Rationale or Explanation for Change
<input type="checkbox"/>	1	Justification for Competitive Treatment
<input type="checkbox"/>	2, 3, 4, 5, 6, 7	Customer Notice to customers affected by proposal, and statement as to the form and timing of the notice
<input checked="" type="checkbox"/>	1, 8	Copy of Contract
<input type="checkbox"/>	9	Filing Requirements are specified in 4901:1-7-09(D) of the Ohio Administrative Code

III. Applicant is filing this application under the regulatory requirements:

- ☒ Established by the Commission in Case No. 89-564-TP-COL
☐ Established in 4909.18 Ohio Revised Code.

IV. Applicant respectfully requests the Commission to permit the filing of the proposed tariff sheets, to become effective on the date shown on the proposed tariff sheets (which is a date no earlier than the day after the applicable automatic approval date), modified by any further revisions that have become effective prior to the effective date of the proposed schedule sheets.

Respectfully submitted,

Company Name

VERIFICATION

I verify that all of the information submitted herein, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

*(Signature and Title)

(Date)

*Verification is required for every filing, and need not be notarized except for Applications for a Limited Increase in Rates (ALIs). The verification may be signed by an officer of the applicant, its counsel, or an authorized agent of the applicant, except for ALIs. ALI applications must be signed by an officer of the company and be notarized.

Sworn to and subscribed before me this ____ day of ____ 200__.

Notary Public, State of Ohio

My commission expires _____

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of Doylestown)	
Telephone Company for Approval of a Negotiated)	Case No. 10-0248-TP-NAG
Agreement with Verizon Wireless Pursuant to)	
Section 252 of the Telecommunications Act)	

**APPLICATION FOR APPROVAL OF A NEGOTIATED
AGREEMENT AMENDMENT PURSUANT TO THE
TELECOMMUNICATIONS ACT**

Doylestown Telephone Company ("Doylestown") hereby files the attached Amendment fully executed on February 23, 2010, amending the Agreement filed in PUCO Case No. 05-491-TP-NAG on April 15, 2005, between Doylestown and Verizon Wireless. This Amendment was achieved through good-faith negotiations between the parties as contemplated by 47 U.S.C. § 252(a) and is filed for review and approval by the Commission pursuant to 47 U.S.C. § 252(e) and Ohio Adm. Code § 4901:1-7-07(B)(2).

The Amendment is filed pursuant to the procedures set forth in 47 U.S.C. § 252(e) and Ohio Adm. Code § 4901:1-7-07(D) which require the Commission to approve the Amendment unless it discriminates against a telecommunications carrier not party to the Amendment or implementation of the Amendment is not consistent with public interest, convenience, and necessity. This Amendment does not discriminate against other telecommunications carriers. The Amendment is in the public interest, convenience, and necessity because it describes and enables specific traffic exchange and reciprocal compensation arrangements between the parties. In accordance with 47 U.S.C. § 252(e)(4) and Ohio Adm. Code §§ 4901:1-7-07(B)(3) and (D)(2), the Amendment is effective upon filing and will be deemed approved if the Commission does not act to approve or reject the Amendment within ninety (90) days from the date of this Application.

WHEREFORE, Doylestown requests that the Commission approve the Amendment.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "William A. Adams", is written over a horizontal line.

William A. Adams
Bailey Cavalieri LLC
10 West Broad Street, Suite 2100
Columbus, OH 43215-3422
Telephone: 614.229.3278
Facsimile: 614.221.0479
William.Adams@baileycavalieri.com

Attorneys for The Doylestown Telephone Company

FIRST AMENDMENT TO
AGREEMENT FOR TRANSPORTATION AND TERMINATION OF TRAFFIC
BETWEEN DOYLESTOWN TELEPHONE COMPANY AND VERIZON WIRELESS

This First Amendment to the Agreement for Transportation and Termination of Traffic Between Doylestown Telephone Company and Verizon Wireless ("First Amendment") is entered into as of this 10th day of November, 2009 ("Effective Date") between the Doylestown Telephone Company ("ILEC"), an Ohio corporation located at 81 North Portage Street, Doylestown, Ohio 44230, and the Verizon Wireless entities listed on the signature page of the First Amendment individually and collectively doing business as Verizon Wireless (collectively "Verizon Wireless") each with an office and principal place of business at One Verizon Way, Basking Ridge, NJ 07920 (Verizon Wireless and ILEC each referred to as "Party" and collectively as "Parties").

WHEREAS, some of the Parties entered into the Agreement for Transportation and Termination of Traffic ("Agreement") effective on April 12, 2005, and approved by the Public Utilities Commission of Ohio in Case No. 05-491-TP-NAG;

WHEREAS, the Parties have agreed to modify the terms of the Agreement as set forth below;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. The first paragraph of the Agreement is hereby deleted and replaced with the following paragraph:

This Agreement is made effective on this 12th day of April, 2005, ("Effective Date") between Doylestown Telephone Company ("ILEC"), an Ohio corporation located at 81 N. Portage Street, Doylestown, Ohio 44230 and the Verizon Wireless entities listed on the signature page of the First Amendment individually and collectively doing business as Verizon Wireless (collectively "Verizon Wireless") each with an office and principal place of business at One Verizon Way, Basking Ridge, NJ 07920 (ILEC and Verizon Wireless each referred to as a "Party" and collectively as "Parties").

2. The second paragraph of Section 3 of the Agreement is hereby deleted and replaced with the following paragraph:

Billing for Local Traffic shall be based on the aggregated measured usage less any Non-Local Traffic. If there is insufficient representative and verifiable data on the actual Non-Local Traffic exchanged between the Parties to use in preparation of the monthly billing statement, the Parties agree to apply a 12% Non-Local

Traffic factor to the originated minutes of use as an estimate of the Non-Local Traffic being exchanged. As of the date of this First Amendment, the Parties will assume that 88% of the traffic exchanged will be classified as Local Traffic. The mobile to land Non-Local Traffic will be billed in accordance with ILEC's applicable intrastate access tariffs.

3. The first sentence of the fifth and last paragraph of Section 4 of the Agreement is hereby deleted and replaced with the following sentence:

If Traffic Distribution Reports are not available to one or all Parties, the Parties agree to estimate for compensation purposes that 75% of the total Local Traffic between Verizon Wireless and ILEC is traffic terminated by ILEC.

4. The address for notice to ILEC in Section 19 of the Agreement is deleted and replaced with the following:

Doylestown Telephone Company

Tom Brockman, President
81 N. Portage Street
Doylestown, OH 44230
Telephone (330) 658-2121
Facsimile (330) 658-3344
doytel@bright.net

With a copy to:
William A. Adams
Bailey Cavalieri LLC
10 West Broad Street
Columbus, OH 43215
Telephone (614) 229-3278
Facsimile (614) 221-0479
William.Adams@baileycavalieri.com

5. The address for notice to Verizon Wireless in Section 19 of the Agreement is deleted and replaced with the following:

Verizon Wireless

Verizon Wireless
Network Interconnection
1120 Sactuary Parkway
Alpharetta, GA 30009

With a copy to:
Verizon Wireless
Regulatory Counsel – Interconnect
1300 I Street NW
Suite 400 West
Washington, D.C. 20005

6. Except as amended by this First Amendment, the Agreement remains in full force and effect as the binding obligation of the Parties in accordance with its original terms.

7. This First Amendment may be executed in several counterparts, and the Parties hereto in separate counterparts, and each counterpart, when so executed and delivered, shall constitute an original agreement, and all such separate counterparts shall constitute but one and the same instrument. Facsimile counterparts of the First Amendment also shall constitute an original for all purposes.

8. The individuals signing this First Amendment represent and warrant that they are authorized or empowered to enter into this First Amendment on behalf of the Parties.

IN WITNESS WHEREOF, the Parties hereto make and execute this First Amendment to be effective on the date first written above.

Verizon Wireless	Doylestown Telephone Company
Alltel Communications of Ohio No. 3, Inc.	
Alltel Communications, LLC	
Alltel Ohio Limited Partnership By Alltel Communications of Petersburg, Inc., Its General Partner	
Cellco Partnership d/b/a Verizon Wireless	
DC Other Newco, LLC By RCC Atlantic Licenses, LLC, Its Sole Member	
GTE Wireless of the Midwest Incorporated d/b/a Verizon Wireless	
Minford Cellular Telephone Company	
New Par d/b/a Verizon Wireless By Verizon Wireless (VAW) LLC, Its General Partner	
Springfield Cellular Telephone Company d/b/a Verizon Wireless By New Par, Its General Partner By Verizon Wireless (VAW) LLC, Its General Partner	
By: <u>Beth Ann Drohan</u>	By: <u>Thomas Brockman</u>
Name: <u>Beth Ann Drohan</u>	Name: <u>Thomas Brockman</u>
Title: <u>Area Vice President - Network</u>	Title: <u>President</u>
Date: <u>2/16/10</u>	Date: <u>2/23/10</u>