

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS FILING FORM

(Effective: 01/20/2011)

This form is intended to be used with most types of required filings. It provides check boxes with rule references for the most common types of filings. It does not replace or supersede Commission rules in any way.

In the Matter of the Application of the Application for)
Approval of an Agreement Amendment Between McClure)
Telephone Company and Sprint Spectrum, L.P. and Nextel)
West Corp. Pursuant to Section 252 of the)
Telecommunications Act of 1996)

TRF Docket No. 90-_____

Case No. 12 - 2322 - **TP** - NAG

NOTE: Unless you have reserved a Case #, leave the "Case No" fields BLANK.

Name of Registrant(s): McClure Telephone Company

DBA(s) of Registrant(s) _____

Address of Registrant(s) 311 S. East Street, Post Office Box 26, McClure, OH 43534-0026

Company Web Address www.mccluretelephone.com

Regulatory Contact Person(s) Duane Schroeder

Phone 419-748-8026

Fax 419-748-8000

Regulatory Contact Person's Email Address duane@mccluretelephone.com

Contact Person for Annual Report Duane Schroeder

Phone 419-748-8026

Address (if different from above) _____

Consumer Contact Information Duane Schroeder

Phone 419-748-8026

Address (if different from above) _____

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

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

Notes:

Section I and II are Pursuant to Chapter 4901:1-6 OAC.

Section III – Carrier to Carrier is Pursuant to 4901:1-7 OAC, and Wireless is Pursuant to 4901:1-6-24 OAC.

Section IV – Attestation.

(1) Indicate the Carrier Type and the reason for submitting this form by checking the boxes below.

(2) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.

(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) An Incumbent Local Exchange Carrier (ILEC) offering basic local exchange service (BLES) outside its traditional service area should choose CLEC designation when proposing to offer BLES outside its traditional service area or when proposing to make changes to that service.

All Filings that result in a change to one or more tariff pages require, at a minimum, the following exhibits.

Exhibit	Description:
A	The tariff pages subject to the proposed change(s) as they exist before the change(s)
B	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
C	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according to the applicable rule(s).

Section I – Part I - Common Filings

Carrier Type <input type="checkbox"/> Other (explain below)	<input type="checkbox"/> For Profit ILEC	<input type="checkbox"/> Not For Profit ILEC	<input type="checkbox"/> CLEC
Change terms & conditions of existing BLES	<input type="checkbox"/> ATA 1-6-14(H) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-14(H) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-14(H) (Auto 30 days)
Introduce non-recurring charge, surcharge, or fee to BLES			<input type="checkbox"/> ATA 1-6-14(H) (Auto 30 days)
Introduce or Increase Late Payment	<input type="checkbox"/> ATA 1-6-14(I) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-14(I) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-14(I) (Auto 30 days)
Revisions to BLES Cap.	<input type="checkbox"/> ZTA 1-6-14(F) (0 day Notice)		
Introduce BLES or expand local service area (calling area)	<input type="checkbox"/> ZTA 1-6-14(H) (0 day Notice)	<input type="checkbox"/> ZTA 1-6-14(H) (0 day Notice)	<input type="checkbox"/> ZTA 1-6-14(H) (0 day Notice)
Notice of no obligation to construct facilities and provide BLES	<input type="checkbox"/> ZTA 1-6-27(C) (0 day Notice)	<input type="checkbox"/> ZTA 1-6-27(C) (0 day Notice)	
Change BLES Rates	<input type="checkbox"/> TRF 1-6-14(F) (0 day Notice)	<input type="checkbox"/> TRF 1-6-14(F)(4) (0 day Notice)	<input type="checkbox"/> TRF 1-6-14(G) (0 day Notice)
To obtain BLES pricing flexibility	<input type="checkbox"/> BLS 1-6-14(C)(1)(c) (Auto 30 days)		
Change in boundary	<input type="checkbox"/> ACB 1-6-32 (Auto 14 days)	<input type="checkbox"/> ACB 1-6-32 (Auto 14 days)	
Expand service operation area			<input type="checkbox"/> TRF 1-6-08(G) (0 day)
BLES withdrawal			<input type="checkbox"/> ZTA 1-6-25(B) (0 day Notice)
Other* (explain) _____			

Section I – Part II – Customer Notification Offerings Pursuant to Chapter [4901:1-6-7 OAC](#)

Type of Notice	Direct Mail	Bill Insert	Bill Notation	Electronic Mail
<input type="checkbox"/> 15-day Notice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 30-day Notice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Date Notice Sent:				

Section I – Part III –IOS Offerings Pursuant to Chapter [4901:1-6-22 OAC](#)

IOS	Introduce New	Tariff Change	Price Change	Withdraw
<input type="checkbox"/> IOS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section II – Part I – Carrier Certification - Pursuant to Chapter [4901:1-6-08, 09 & 10 OAC](#)

Certification	ILEC (Out of Territory)	CLEC	Telecommunications Service Provider Not Offering Local	CESTC	CETC
* See Supplemental form	<input type="checkbox"/> ACE 1-6-08 * (Auto 30- day)	<input type="checkbox"/> ACE 1-6-08 * (Auto 30 day)	<input type="checkbox"/> ACE 1-6-08 * (Auto 30 day)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 day)	<input type="checkbox"/> UNC 1-6-09 * (Non-Auto)

*Supplemental Certification forms can be found on the Commission Web Page.

Section II – Part II – Certificate Status & Procedural

Certificate Status	ILEC	CLEC	Telecommunications Service Provider Not Offering Local
Abandon all Services		<input type="checkbox"/> ABN 1-6-26 (Auto 30 days)	<input type="checkbox"/> ABN 1-6-26 (Auto 30 days)
Change of Official Name *	<input type="checkbox"/> ACN 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> ACN 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (0 day Notice)
Change in Ownership *	<input type="checkbox"/> ACO 1-6-29(E) (Auto 30 days)	<input type="checkbox"/> ACO 1-6-29(E) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (0 day Notice)
Merger *	<input type="checkbox"/> AMT 1-6-29(E) (Auto 30 days)	<input type="checkbox"/> AMT 1-6-29(E) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (0 day Notice)
Transfer a Certificate *	<input type="checkbox"/> ATC 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> ATC 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (0 day Notice)
Transaction for transfer or lease of property, plant or business *	<input type="checkbox"/> ATR 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> ATR 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (0 day Notice)

* Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see [the 4901:1-6-29 Filing Requirements on the Commission's Web Page](#) for a complete list of exhibits.

Section III – Carrier to Carrier (Pursuant to [4901:1-7](#)), and Wireless (Pursuant to [4901:1-6-24](#))

Carrier to Carrier	ILEC	CLEC
Interconnection agreement, or amendment to an approved agreement	X NAG 1-7-07 (Auto 90 day)	<input type="checkbox"/> NAG 1-7-07 (Auto 90 day)
Request for Arbitration	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)
Introduce or change c-t-c service tariffs,	<input type="checkbox"/> ATA 1-7-14 (Auto 30 day)	<input type="checkbox"/> ATA 1-7-14 (Auto 30 day)
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC 1-7-04 or 05 (Non-Auto)	
Changes in rates, terms & conditions to Pole Attachment, Conduit Occupancy and Rights- of-Way.	<input type="checkbox"/> UNC 1-7-23(B) (Non-Auto)	
Wireless Providers See 4901:1-6-24	<input type="checkbox"/> RCC [Registration & Change in Operations]	<input type="checkbox"/> NAG [Interconnection Agreement or

Section IV. – Attestation

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

AFFIDAVIT
Compliance with Commission Rules

I am an officer/agent of the applicant corporation, _____, and am authorized to make this statement on its behalf.

(Name)

Please Check ALL that apply:

☐ I attest that these tariffs comply with all applicable rules for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

☐ I attest that customer notices accompanying this filing form were sent to affected customers, as specified in Section II, in accordance with Rule 4901:1-6-7, Ohio Administrative Code.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date) _____ at (Location) _____

*(Signature and Title) _____ (Date) _____

- *This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.*

VERIFICATION

I, Lance Miller, verify that I have utilized the Telecommunications Filing Form for most proceedings provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

*(Signature and Title) , President

(Date) 20 Aug. 2012

**Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.*

Send your completed Application Form, including all required attachments as well as the required number of copies, to:

Public Utilities Commission of Ohio
Attention: Docketing Division
180 East Broad Street, Columbus, OH 43215-3793
Or

Make such filing electronically as directed in Case No 06-900-AU-WVR

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter Of The Application)	
For Approval Of An Agreement Amendment)	
Between McClure Telephone Company and)	Case No. 12-2322-TP-NAG
Sprint Spectrum, L.P. and Nextel West Corp.)	
Pursuant To Section 252 of the)	
Telecommunications Act of 1996.)	

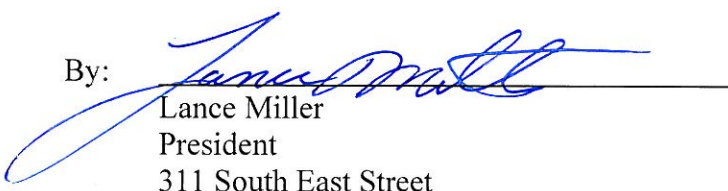
APPLICATION FOR APPROVAL OF AN AGREEMENT
AMENDMENT PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

McClure Telephone Company hereby files the attached Amendment dated August 1, 2012, (the "Amendment") to the agreement between McClure Telephone Company and Sprint Spectrum L.P. and Nextel West Corp. dated December 12, 2008 (the "Agreement") for review and approval by the Commission pursuant to the provisions of Section 252(e) of the Telecommunications Act of 1996, 47 U.S.C. § 252(e) (the "Act"). The Amendment establishes bill-and-keep as the compensation arrangement for IntraMTA Traffic exchanged between the parties effective July 1, 2012. McClure Telephone Company requests that the Commission approve the Amendment in the form submitted.

Respectfully submitted,

McClure Telephone Company

By:


Lance Miller
President
311 South East Street
McClure, Ohio 43534-0026
(419) 748-8008

Attachments: Amendment to Interconnection Agreement (executed copy)
Telecommunications Filing Form

AMENDMENT TO THE INTERCONNECTION AGREEMENT

BY AND BETWEEN

McClure Telephone Company

And

Sprint Spectrum L.P. and Nextel West Corp.

This Amendment ("Amendment") to the Interconnection Agreement ("Interconnection Agreement") is entered by and between Sprint Spectrum L.P., Nextel West Corp., (collectively "Sprint") and McClure Telephone Company ("Carrier"). Sprint and Carrier are further referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Carrier and Sprint are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934 (the "Act") dated December 12, 2008 (hereinafter "2008 ICA" or "Agreement"), and

WHEREAS, the Federal Communications Commission ("FCC") , in an order released November 18, 2011, and as amended by the FCC's order on December 23, 2011 (collectively the "USF/ICC Reform Order") has provided, pursuant to 47 C.F.R. § 51.705(a) that bill-and-keep shall be the default reciprocal compensation for transport and termination arrangements between the Parties for the exchange of Non-Access Telecommunications Traffic within the scope of 47 C.F.R. § 51.701(b)(2) exchanged between Sprint and Carrier; and

WHEREAS, the FCC has addressed certain limitations on the transport and provisioning responsibilities of the Parties with respect to the exchange of Non-Access Telecommunications Traffic within the scope of 47 C.F.R. § 51.701(b)(2) in the USF/ICC Reform Order at 47 C.F.R. § 51.709(c);

WHEREAS, Carrier is a rural, rate-of-return carrier within the meaning of the USF/ICC Reform Order;

WHEREAS, the Parties desire to amend the Agreement to implement bill and keep compensation for Non-Access Telecommunications Traffic within the scope of 47 C.F.R. § 51.701(b)(2) exchanged between Sprint and Carrier; and to apply 47 C.F.R. § 51.709(c) such that Carrier's transport and provisioning obligations stop at its meet point.

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

AMENDMENT TO THE AGREEMENT

1 Recitals

1.1 The foregoing recitals are incorporated herein by reference.

2 Effective Date

2.1 This Amendment to the Interconnection Agreement shall be effective as of the 1st day of July, 2012 ("Effective Date").

3 Amendment

3.1 Notwithstanding the terms and conditions set forth in the 2008 ICA and pursuant to the USF/ICC Order, from July 1, 2012, forward, all Non-Access Telecommunications Traffic within the scope of 47 C.F.R. § 51.701(b)(2) exchanged between Sprint and Carrier shall be exchanged pursuant to a bill-and-keep arrangement, which means that neither Party shall pay reciprocal compensation. The existing compensation terms and conditions in the Agreement for reciprocal compensation for transport and termination of traffic within the scope of 47 C.F.R. § 51.701(b)(2) shall continue to apply through June 30, 2012.

3.2 From July 1, 2012, forward, LEC's obligation for transport of all traffic not sent to an IXC shall stop at Sprint's chosen interconnection point, when that point is located within the LEC's area, or the meet point between the LEC and its designated tandem provider, if Sprint has an interconnection point which is located outside of the LEC's service area.

3.3 This amendment shall be effective July 1, 2012.

3.4 This amendment shall remain effective as long as the Agreement remains effective between the Parties. Notwithstanding the foregoing, if by any decision, order or determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, any portion of the USF/ICC Reform Order is reversed or remanded, then the Parties agree to comply with all requirements of the applicable decision, order or determination. The Parties acknowledge that such an order might vacate the USF/ICC Reform Order or render it void ab initio, and might provide that change of law amendments (like this Amendment) are void. In the event of such an order, the original 2008 ICA and per-minute of use rate contained therein shall be applied in lieu of bill-and-keep. If the Parties have already moved to bill-and-keep, and the order provides for the reinstatement retroactively, then the Parties will apply such rates(s), retroactively back to the effective date of this amendment or the date of the court ordered stay, vacatur or other modification or clarification, as required by said order.

- 3.5 Sprint and Carrier shall also comply with all the call signaling rules set forth in the USF/ICC Reform Order.
- 3.6 Except as provided in paragraph 3.4, 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.
- 3.7 Except as expressly set forth herein, the terms and conditions of the Agreement shall remain in full force and effect without change.
- 4 Conflict Between this Amendment and the Agreement. This Amendment shall be deemed to revise the rates and any other provisions of the Agreement only to reflect the FCC USF/ICC Order on the subject matter hereof. In the event of a clear conflict between a rate or other provision of this Amendment and a rate or other provision of the Agreement, this Amendment shall govern.
5. Scope of Amendment. Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement. The dates shown in Section 2.1 above are not intended to modify the term of the Agreement or to affect either Party's rights under the Agreement, including, but not limited to, any right of termination a Party may have in accordance with the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered by their duly authorized representatives as of the Amendment Effective Date.

Sprint Spectrum L.P.
Nextel West Corp.

By: 

Printed: PAUL W SCHIEBER

Title: VP ACCESS + ROAMING PLAN

Date: 7/31/12

McClure Telephone Company

By: 

Printed: Lance Miller

Title: President

Date: 8-1-12

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

8/24/2012 9:35:29 AM

in

Case No(s). 12-2322-TP-NAG

Summary: Application Application for Approval of an Agreement Amendment Between McClure Telephone Company and Sprint Spectrum, LP and Nextel West Corp. Pursuant to Section 252 of the Telecommunications Act of 1996 electronically filed by Ms. Teresa L Thomas on behalf of McClure Telephone Company