

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 for Approval of an)
Agreement Amendment between TDS Telecommunications)
Corporation and Allied Wireless Communications)
Corporation Pursuant to Section 252 of the)
Telecommunications Act of 1996)

TRF Docket No. 90-_____

Case No. 12 - 2956 - **TP** - NAG

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

Name of Registrant(s) TDS Telecommunications Corporation

DBA(s) of Registrant(s) TDS Telecom

Address of Registrant(s) 10025 Investment Drive, Suite 200, Knoxville, TN 37932

Company Web Address www.tdstelecom.com

Regulatory Contact Person(s) Bruce Mottern

Phone 865-671-4753

Fax _____

Regulatory Contact Person's Email Address bruce.mottern@tdstelecom.com

Contact Person for Annual Report Bruce Mottern

Phone 865-671-4753

Address (if different from above) _____

Consumer Contact Information TDS Customer Service

Phone 888-225-5837

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	<input type="checkbox"/> 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, TDS Telecommunications Corporation, and am authorized to make this statement on its behalf.

Bruce Mottern
(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) November 13, 2012 at (Location) 10025 Investment Dr Knoxville, TN 37932
(Signature and Title) Bruce Mottern Mgr. State Gov't Affairs (Date) November 13, 2012

- 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, Bruce Mottern 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) Bruce Mottern - Mgr. State Government Affairs (Date) November 13, 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 :
TDS Telecommunications Corporation and : Case No. 12-2956-TP-NAG
Allied Wireless Communications Corporation :
Pursuant to Section 252 of the :
Telecommunications Act of 1996 :

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

TDS Telecommunications Corporation hereby files the attached Amendment dated July 2012 (the “Amendment”) to the agreement between TDS Telecommunications Corporation and Allied Wireless Communications Corporation dated September 5, 2005 for review and approval by the Commission pursuant to the provisions of Section 252(e) of the Telecommunications Act of 1996, 47 USC § 252(e) (the “Act”). TDS Telecommunications Corporation requests that the Commission approve the Amendment in the form submitted.

Respectfully submitted,

TDS Telecommunications Corporation

By: Bruce Mottern /s/
Bruce Mottern, Manager,
State Government Affairs, KY, OH, TN
10025 Investment Drive, Suite 200,
Knoxville, TN 37932
865-671-4753

First Amendment to Wireless Traffic Exchange Agreement

The Wireless Interconnection Agreement, effective the 20th day of April 2010, between the TDS Telecommunications Corporation affiliates or subsidiaries identified on Appendix A of the named Agreement (TDS TELECOM), and Allied Wireless Communications Corporation a Delaware corporation (AWCC) and its affiliates and subsidiaries is hereby amended as follows:

WHEREAS on November 18, 2011, the Federal Communications Corporation ("FCC") released a Report and Order and Further Notice of Proposed Rulemaking, FCC 11-161, which included enacting new rules for Inter-carrier Compensation for Wireless Traffic ("*USF/ICC Transformation Order*¹"). A subsequent Order on Reconsideration was released December 23, 2011 modifying the *USF/ICC Transformation Order*.

WHEREAS the rules outlined in the *USF/ICC Transformation Order* constitute a change of law.

WHEREAS, 47 C.F.R. § 20.11 and § 51.700 - § 51.715 have been amended to provide that inter-carrier compensation for non-access traffic exchanged between LECs and CMRS providers pursuant to an interconnection agreement with a change-of-law provision in effect as of the adoption date of the referenced Order will be subject to a default bill-and-keep methodology for traffic exchanged on and after July 1, 2012.

WHEREAS, FCC 11-161 Paragraphs 998 and 999 establishes an interim default rule for allocating responsibility for transport costs between a CMRS provider and rate-of-return rural LECs.

NOW THEREFORE, in consideration of the Order and change of law provision in our existing agreement, the Parties agree to amend the Agreement as follows:

SECTION I, DEFINITIONS, Paragraph No. 7 "Intermediary Traffic" shall be replaced with "Intermediary Traffic" is traffic that is delivered from a third-party Local Exchange Carrier or other telecommunications carrier such as a CMRS provider, through the network of either Party as an intermediate carrier to an end user of the other Party.

SECTION III, INTERCONNECTION, Indirect Interconnection, Paragraph No. 3 shall be replaced with: For traffic exchanged indirectly through a 3rd party tandem switch, the Point of Interconnection ("POI") shall be defined as the existing meet-point between TDS TELECOM and the third party tandem operator. Either Party shall be allowed to

¹See *In the Matter of Connect America Fund, A National Broadband Plan for Our Future, Establishing Just and Reasonable Rates for Local Exchange Carriers, High-Cost Universal Service Support, Developing an Unified Inter-carrier Compensation Regime, Federal-State Joint Board on Universal Service, Lifeline and Link-Up Universal Service Reform – Mobility Fund*, WC Docket No. 10-90, GN Docket No. 09-51, WC Docket No. 07-135, WC Docket No. 05-337, CC Docket No. 01-92, CC Docket No. 96-45, WC Docket No. 03-109, WT Docket No. 10-208, Report and Order and Further Notice of Proposed Rulemaking, FCC 11-161 (rel. Nov. 18, 2011) (*USF/ICC Transformation Order*).

establish a different point of interconnection for the calls which that Party originates, provided that the new point of interconnection does not increase the cost of transporting or terminating calls for the other Party.

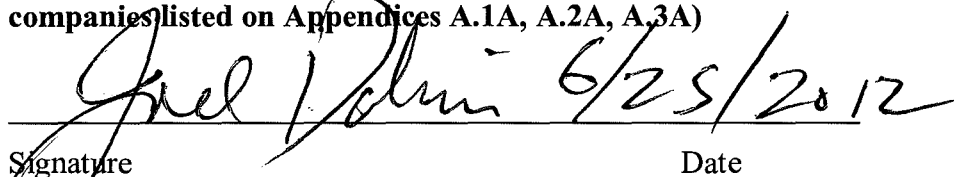
SECTION IV, BILLING, the following sentence shall be added to the end of Paragraph 1: In the event that "Intermediary Traffic" which is subject to tariffed access charges under the FCC's Inter-carrier compensation rules is routed over interconnection service facilities covered under this Agreement for any reason, each Party agrees that it will pay the applicable access compensation to the terminating Party for any and all such traffic it sends as an intermediate carrier.

Appendices A.1, A.2 and A.3 , Reciprocal Compensation Rates and Billing Procedures shall be replaced in its entirety as attached hereto as Appendix A..1A, A.2A and A.3A and made a part of this Amendment.

The remaining terms and conditions of the Agreement shall remain in effect. This amendment shall be effective as of July 1, 2012.


IN WITNESS WHEREOF, the authorized representatives of the Parties hereto have signed this Amendment effective as of the date and year set forth above.

By: TDS Telecommunications Corporation (not individually but as agent for the companies listed on Appendices A.1A, A.2A, A.3A)


Signature Date

Printed Name and Title: Joel Dohmeier, Director Regulatory Revenue, Strategy & Compliance

By: Allied Wireless Communications Corporation

 6-8-12
Signature Date

Printed name and Title:

Brian Foster, Director of Switching and Telco Engineering

Signature Page to First Amendment between TDS Telecommunications Corporation (GA, OH, SC Cos.) and Allied Wireless Communications Corporation effective the 1st day of July, 2012

Appendix A.1A
State of Georgia

Reciprocal Compensation Rates and Billing Procedures

The Parties shall reciprocally and symmetrically compensate one another for the transport and termination of Local Traffic terminated to their respective customers at the rates set forth below:

Reciprocal Compensation Rates

Transport and Termination	<u>\$/MOU</u>
Quincy Telephone Company	*Bill and Keep
Camden Telephone and Telegraph, Inc.	*Bill and Keep
<u>InterMTA Percentage</u>	0%
<u>Intermediary Rate:</u>	\$.0025

*Bill and keep shall mean that the originating Party has no obligation to pay terminating charges to the terminating Party; regardless of any charges the originating Party may assess its end users.

The Parties agree to accept the monthly traffic distribution report from the tandem operator as a representative statement of traffic exchanged between the Parties. Either Party may elect to measure actual terminating local traffic through its own recording equipment and utilize these measurements in place of the traffic distribution reports from the tandem operator.

In the event of unrecoverable data loss or errors in usage recording, the Parties agree to pay bills rendered based on estimated usage calculated as an average of the preceding three (3) months' bills where actual billing data was available.

Appendix A.2A
State of Ohio

Reciprocal Compensation Rates and Billing Procedures

The Parties shall reciprocally and symmetrically compensate one another for the transport and termination of Local Traffic terminated to their respective customers at the rates set forth below:

Reciprocal Compensation Rates

Transport and Termination	<u>\$/MOU</u>
Arcadia Telephone Company	*Bill and Keep
Continental Telephone Company	*Bill and Keep
The Vanlue Telephone Company	*Bill and Keep
<u>InterMTA Percentage</u>	0%

*Bill and keep shall mean that the originating Party has no obligation to pay terminating charges to the terminating Party; regardless of any charges the originating Party may assess its end users.

The Parties agree to accept the monthly traffic distribution report from the tandem operator as a representative statement of traffic exchanged between the Parties. Either Party may elect to measure actual terminating local traffic through its own recording equipment and utilize these measurements in place of the traffic distribution reports from the tandem operator.

In the event of unrecoverable data loss or errors in usage recording, the Parties agree to pay bills rendered based on estimated usage calculated as an average of the preceding three (3) months' bills where actual billing data was available.

Appendix A.3A
State of South Carolina

Reciprocal Compensation Rates and Billing Procedures

The Parties shall reciprocally and symmetrically compensate one another for the transport and termination of Local Traffic terminated to their respective customers at the rates set forth below:

Reciprocal Compensation Rates

Transport and Termination	<u>\$/MOU</u>
Norway Telephone Company	*Bill and Keep
Williston Telephone Company	*Bill and Keep
<u>InterMTA Percentage</u>	0%

*Bill and keep shall mean that the originating Party has no obligation to pay terminating charges to the terminating Party; regardless of any charges the originating Party may assess its end users.

The Parties agree to accept the monthly traffic distribution report from the tandem operator as a representative statement of traffic exchanged between the Parties. Either Party may elect to measure actual terminating local traffic through its own recording equipment and utilize these measurements in place of the traffic distribution reports from the tandem operator.

In the event of unrecoverable data loss or errors in usage recording, the Parties agree to pay bills rendered based on estimated usage calculated as an average of the preceding three (3) months' bills where actual billing data was available.

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

11/14/2012 2:13:25 PM

in

Case No(s). 12-2956-TP-NAG

Summary: Application (Amended) for Approval of an Agreement Amendment between TDS Telecommunications Corporation and Allied Wireless Communications Corporation Pursuant to Section 252 of the Telecommunications Act of 1996 electronically filed by Ms. Teresa L Thomas on behalf of TDS Telecommunications Corporation