

*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 Pattersonville Telephone )  
Company and Verizon Wireless Pursuant to Section 252 of )  
the Telecommunications Act of 1996 )  
)

TRF Docket No. 90-\_\_\_\_\_

Case No. 13 - 0664 - **TP** - NAG

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

Name of Registrant(s): Pattersonville Telephone Company

DBA(s) of Registrant(s) \_\_\_\_\_

Address of Registrant(s) Post Office Box 276, Carrollton, OH 44615

Company Web Address N/A

Regulatory Contact Person(s) Aaron Jones

Phone 330-895-4391

Fax 330-735-2333

Regulatory Contact Person's Email Address aaronjones.1@frontier.com

Contact Person for Annual Report Aaron Jones

Phone 330-895-4391

Address (if different from above) \_\_\_\_\_

Consumer Contact Information Aaron Jones

Phone 330-895-4391

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](http://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

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

## 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 <a href="#">1-6-08</a> * (Auto 30- day)	<input type="checkbox"/> ACE <a href="#">1-6-08</a> * (Auto 30 day)	<input type="checkbox"/> ACE <a href="#">1-6-08</a> * (Auto 30 day)	<input type="checkbox"/> ACE <a href="#">1-6-10</a> (Auto 30 day)	<input type="checkbox"/> UNC <a href="#">1-6-09</a> * (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 <a href="#">1-6-26</a> (Auto 30 days)	<input type="checkbox"/> ABN <a href="#">1-6-26</a> (Auto 30 days)
Change of Official Name *	<input type="checkbox"/> ACN <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> ACN <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-29(C)</a> (0 day Notice)
Change in Ownership *	<input type="checkbox"/> ACO <a href="#">1-6-29(E)</a> (Auto 30 days)	<input type="checkbox"/> ACO <a href="#">1-6-29(E)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-29(C)</a> (0 day Notice)
Merger *	<input type="checkbox"/> AMT <a href="#">1-6-29(E)</a> (Auto 30 days)	<input type="checkbox"/> AMT <a href="#">1-6-29(E)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-29(C)</a> (0 day Notice)
Transfer a Certificate *	<input type="checkbox"/> ATC <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> ATC <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-29(C)</a> (0 day Notice)
Transaction for transfer or lease of property, plant or business *	<input type="checkbox"/> ATR <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> ATR <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-29(C)</a> (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 checked="" type="checkbox"/> NAG <a href="#">1-7-07</a> (Auto 90 day)	<input type="checkbox"/> NAG <a href="#">1-7-07</a> (Auto 90 day)
Request for Arbitration	<input type="checkbox"/> ARB <a href="#">1-7-09</a> (Non-Auto)	<input type="checkbox"/> ARB <a href="#">1-7-09</a> (Non-Auto)
Introduce or change c-t-c service tariffs,	<input type="checkbox"/> ATA <a href="#">1-7-14</a> (Auto 30 day)	<input type="checkbox"/> ATA <a href="#">1-7-14</a> (Auto 30 day)
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC <a href="#">1-7-04</a> or 05 (Non-Auto)	
Changes in rates, terms & conditions to Pole Attachment, Conduit Occupancy and Rights- of-Way.	<input type="checkbox"/> UNC <a href="#">1-7-23(B)</a> (Non-Auto)	
<b>Wireless Providers</b> See <a href="#">4901:1-6-24</a>	<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.

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**AFFIDAVIT**  
***Compliance with Commission Rules***

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

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 \_\_\_\_\_ 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.*

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**VERIFICATION**

I, Aaron Jones, 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) /s/ Aaron Jones, President

(Date) 03/14/13

*\*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.*

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***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	)	
Pattersonville Telephone Company and	)	Case No. 13-0664-TP-NAG
Verizon Wireless Pursuant To Section 252 of the	)	
Telecommunications Act of 1996.	)	

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

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Pattersonville Telephone Company hereby files the attached Amendment dated February 14, 2013 (the "Amendment") to the agreement between Pattersonville Telephone Company and Verizon Wireless dated January 1, 2005 (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"). Pattersonville Telephone Company requests that the Commission approve the Amendment in the form submitted.

Respectfully submitted,

Pattersonville Telephone Company

By: /s/ Aaron Jones  
Aaron Jones, President  
Post Office Box 276  
Carrollton, OH 44615  
(330) 895-4391

Date: March 14, 2013

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

**AMENDMENT NO. 1**  
**TO THE**  
**WIRELESS INTERCONNECTION AGREEMENT**  
**BETWEEN**  
**PATTERSONVILLE TELEPHONE COMPANY**  
**AND**  
**VERIZON WIRELESS**

This Amendment No. 1 (the "Amendment") is made by and between Pattersonville Telephone Company ("Pattersonville") with offices at Post Office Box 276, Carrollton, Ohio, 44615, and the entities listed on the signature page of this Amendment d/b/a Verizon Wireless ("Verizon Wireless") each with a principal place of business at One Verizon Way, Basking Ridge, New Jersey, 07920, and is effective as of July 1, 2012 (the "Amendment Effective Date"). Pattersonville and Verizon Wireless may be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, Pattersonville, on the one hand, and New Par and Celco Partnership, on the other hand, are parties to a Wireless Interconnection Agreement with an effective date of January 1, 2005 ("Agreement");

WHEREAS, on November 18, 2011, the Federal Communications Commission ("FCC") released a Report and Order and Further Notice of Proposed Rulemaking, *In re Connect America Fund, et al.*, WC Docket 10-90, *et al.*, Report and Order and Further Notice of Proposed Rulemaking, FCC 11-161 (rel. November 18, 2011) (the "USF-ICC Transformation Order"), which adopted Bill-and-Keep as the default compensation for non-access traffic exchanged between LECs and CMRS providers within the scope of 47 C.F.R. § 51.701(b)(2). The FCC ordered that the Bill-and-Keep default should apply immediately;

WHEREAS, on December 23, 2011, the FCC issued a Reconsideration Order, *In re Connect America Fund, et al.*, WC Docket 10-90, *et al.*, Order on Reconsideration, FCC 11-189 (rel. December 23, 2011) extending the effective date of Bill-and-Keep within the scope of 47 C.F.R. § 51.701(b)(2) to July 1, 2012;

WHEREAS, the FCC made clear that the adoption of Bill-and-Keep as the default compensation for non-access traffic exchanged between LECs and CMRS providers constitutes a change in law;

WHEREAS, Section 17 of the Agreement gives the Parties the right to renegotiate any provision(s) of the Agreement affected by a change in law governing the Agreement;

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

WHEREAS, Pattersonville represents that it is a rural, rate of return regulated LEC as defined in 47 U.S.C. § 153 and 47 C.F.R. § 51.903;

WHEREAS, the Parties desire to amend the existing Agreement to conform to the FCC's USF-ICC Transformation Order regarding adoption of Bill-and-Keep as the default compensation for non-access traffic exchanged between LECs and CMRS providers within the scope of 47 C.F.R. § 51.701(b)(2) and to apply 47 C.F.R. § 51.709(c) such that Pattersonville's transport and provisioning obligations stop at the meet point in its service territory and Verizon Wireless shall be responsible for all applicable transport obligations to points beyond the meet point in Pattersonville's service territory.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Definitions.

For purposes of this Amendment the following definition applies:

1.1 "Bill-and-Keep" shall have the meaning as set forth in 47 C.F.R. § 51.713.

2. Amendments to the Agreement.

(a) Effective as of July 1, 2012, the first sentence of Section 2.1 of the Agreement is hereby deleted and replaced with the following language:

"Reciprocal Compensation Traffic shall be exchanged on a Bill-and-Keep basis within the scope of 47 C.F.R. § 51.701(b)(2)."

(b) Effective as of July 1, 2012, the last sentence of Section 2.1 of the Agreement is hereby deleted.

(c) The heading of Section 3.0 is changed to "Direct and Indirect Interconnection."

(d) The following language will be added as Section 3.2 (Indirect Interconnection) of the Agreement:

"Traffic that originates on a Party's network and terminates on the other Party's network via transit of a third-party tandem shall be permitted under this Agreement. Pattersonville shall be responsible for transport of such traffic to Verizon Wireless' Point of Interconnection when it is located within Pattersonville's service area. When Verizon Wireless' Point of Interconnection is

located outside of Pattersonville's service area, Pattersonville's transport and provisioning obligation stops at its meet point and Verizon Wireless is responsible for the remaining transport."

(e) Pattersonville shall notify Verizon Wireless within ten (10) days of any change in its status as a rural, rate of return regulated LEC. In the event of any such change, Pattersonville shall, upon Verizon Wireless' request, commence negotiations on a further amendment to the Agreement within thirty (30) days of such request.

(f) Any and all other provisions of the Agreement requiring or purporting to require reciprocal compensation for the exchange of non-access traffic between the Parties is hereby superseded, and any such reference to reciprocal compensation in each and every one of the aforementioned provisions shall be amended and replaced with Bill-and-Keep as the default compensation for non-access traffic exchanged between the Parties.

(g) For all Verizon Wireless transport obligations arising pursuant to Section 3.0, upon Verizon Wireless' request, the Parties shall work cooperatively to consider (and if mutually agreeable to implement) interconnection arrangements with third-parties that minimize transport costs to both Parties provided, however, that Pattersonville has no responsibility for any costs related to such alternative arrangements with third-parties unless Pattersonville specifically agrees to same in writing.

(h) The Parties shall also comply with the effective call signaling rules set forth in the USF-ICC Transformation Order.

(i) The Verizon Wireless addresses for notices listed in Section 15.0 of the Agreement are deleted in their entirety and replaced with the following:

"Deputy General Counsel  
Verizon Global Wholesale  
1320 North Courthouse Road, 9<sup>th</sup> Floor  
Arlington, VA 22201

With Copy to:  
1120 Sanctuary Parkway  
Alpharetta, GA 30009  
Attn: Network Interconnection"

3. Scope of the Amendment.

Except as expressly provided herein, all other provision of the Agreement shall remain unchanged and in full force and effect.

4. Effectiveness of Amendment.



This Amendment shall be effective July 1, 2012 and shall remain effective as long as the Agreement remains in effect between the Parties. Notwithstanding the foregoing, if as a result of any decision, order or determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, the provisions in the USF-ICC Transformation Order, regarding the default Bill-and-Keep arrangements for Non-Access Telecommunications Traffic within the scope of 47 C.F.R. § 51.701(b)(2) are revised, reconsidered, modified or changed, the Parties agree to comply with the applicable decision, order or determination and amend the Agreement accordingly.

5. Counterparts.

This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the Amendment Effective Date.

**Alltel Communications of Petersburg,  
Inc., d/b/a Verizon Wireless**

**Alltel Communications, LLC d/b/a  
Verizon Wireless**

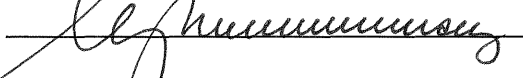
**Cellco Partnership d/b/a Verizon  
Wireless**

**GTE Wireless of the Midwest  
Incorporated d/b/a Verizon Wireless**

**New Par d/b/a Verizon Wireless by  
Verizon Wireless (VAW) LLC, Its  
Managing General Partner**

**Rural Cellular Corporation d/b/a  
Verizon Wireless**

**Springfield Cellular Telephone Company  
d/b/a Verizon Wireless  
By New Par, its General Partner  
By Verizon Wireless (VAW) LLC, its  
General Partner**

By:   
Printed: Lynn Ramsey

Title: Area Vice President - Network

Date: 2/6/13

**Pattersonville Telephone Company**

By: 

Printed: Aaron Jones

Title: President

Date: 2/13/13

**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**3/14/2013 1:26:05 PM**

**in**

**Case No(s). 13-0664-TP-NAG**

Summary: Application for Approval of an Agreement Amendment between Pattersonville Telephone Company and Verizon Wireless Pursuant to Section 252 of the Telecommunications Act of 1996 electronically filed by Ms. Teresa L Thomas on behalf of Pattersonville Telephone Company