

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 Champaign Telephone)
Company for an Amendment of an Interconnection)
Agreement Pursuant to Section 252 of the)
Telecommunications Act of 1996)

TRF Docket No. 90-_____

Case No. 13 - 2117 - **TP** - NAG

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

Name of Registrant(s) Champaign Telephone Company

DBA(s) of Registrant(s) _____

Address of Registrant(s) 126 Scioto Street, Urbana, Ohio, 43078

Company Web Address www.ctcommunications.com

Regulatory Contact Person(s) Norman J. Kennard, Esquire

Phone 717-255-7600

Fax 717-236-8278

Regulatory Contact Person's Email Address 212 Locust Street, Suite 500, Harrisburg, Pennsylvania, 17101

Contact Person for Annual Report Tiffany Ebersold

Phone 937-653-2263

Address (if different from above) _____

Consumer Contact Information Greg Garrett

Phone 937-653-4000

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 checked="" 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, _____, 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, Norman J. Kennard, 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/ Norman J. Kennard, Esquire

(Date) October 22, 2013

**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

AMENDMENT NO. 1

TO THE

WIRELESS INTERCONNECTION AGREEMENT

BETWEEN

**CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS,
ON BEHALF OF ITSELF AND ITS WIRELESS AFFILIATES
OPERATING IN THE STATE OF OHIO FROM TIME TO TIME**

AND

THE CHAMPAIGN TELEPHONE COMPANY

This Amendment No. 1 (this "Amendment") shall be deemed effective on October 9, 2013 (the "Amendment Effective Date"), by and between Cellco Partnership d/b/a Verizon Wireless, on behalf of itself and its wireless subsidiaries and affiliates operating in the State of Ohio from time to time (collectively "Verizon Wireless") and The Champaign Telephone Company ("Champaign"). Verizon Wireless and Champaign may be hereinafter referred to individually, as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Verizon Wireless and Champaign are parties to a Wireless Interconnection Agreement dated October 9, 2002 (the "Agreement");

WHEREAS, on November 18, 2011, in the Report and Order, *In the Matter of Connect America Fund, et al.*, 10-90, et al., FCC 11-161 (rel. Nov. 18, 2011) (the "Order"), as modified by the Order On Reconsideration in the same docket (rel. Dec. 23, 2011) (the "Order on Reconsideration") (collectively, the "ICC Order"), the Federal Communications Commission ("FCC") provided rules for (among other things) intercarrier compensation for traffic exchanged between Commercial Mobile Radio Service ("CMRS") providers and Local Exchange Carriers ("LECs");

WHEREAS, in the ICC Order, the FCC adopted a default compensation methodology of bill-and-keep, with an effective date of July 1, 2012, for non-access telecommunications traffic exchanged between CMRS providers and LECs; and

WHEREAS, the ICC Order also provides that for non-access telecommunications traffic exchanged between a rate of return regulated rural telephone company (as defined in 47 C.F.R. §§ 51.5 and 54.5) and a CMRS provider, the rate of return regulated rural telephone company will be responsible for transport to the CMRS provider's interconnection point when it is located within the rate of return regulated rural telephone company's service area; and

WHEREAS, on January 25, 2012, Verizon Wireless requested that the Parties amend the Agreement to address the matters set forth herein.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendment to Agreement. The Agreement is amended to incorporate the terms and conditions set forth in this Amendment, all of which shall apply to and be a part of the Agreement (such Agreement, as so amended, the "Amended Agreement") notwithstanding any other term or condition of the Amended Agreement.
 - 1.1 The Parties acknowledge that the FCC, pursuant the ICC Order, adopted a Bill-and-Keep Arrangement as the default compensation for Non-Access Telecommunications Traffic exchanged on and after July 1, 2012 between LECs and CMRS providers. Pursuant to the ICC Order, for Non-Access Telecommunications Traffic exchanged between the Parties on and after July 1, 2012, the rate for the Transport and Termination of Non-Access Telecommunications Traffic that shall apply pursuant to Section 251(b)(5) of the Act for the Transport and Termination of such traffic shall be \$0.00 per minute of use (Bill-and-Keep Arrangement), including, without limitation, all Reciprocal Compensation, pursuant to 47 C.F.R. § 51.713, so long as the ICC Order is effective and unstayed, or such other rate, if any, set by a subsequent effective and unstayed order, if any, of the FCC or a court of competent jurisdiction.
 - 1.2 The rate for the Transport and Termination of Non-Access Telecommunications Traffic provided for in Section 1.1 above shall replace and apply in lieu of the rate for the Transport and Termination of Local Traffic set forth in the Agreement.
 - 1.3 The rate for the Transport and Termination of Non-Access Telecommunications Traffic provided for in Section 1.1 above shall apply to the Parties in an equal and symmetrical manner.
 - 1.4 To the extent that Verizon Wireless's point of interconnection ("POI") is located outside of Champaign's service area (e.g., at a third-party tandem as identified in the LERG) and Champaign is a rate of return regulated rural local exchange carrier as defined in 47 C.F.R. § 51.5, Champaign's transport and provisioning obligation for Non-Access Telecommunications Traffic stops at its service area boundary meet-point. For such traffic, Verizon Wireless is responsible for any and all remaining transport outside of Champaign's service area to Verizon Wireless's POI, including transport for Champaign-originated traffic sent to Verizon Wireless's POI through a third-party transport provider selected by Verizon Wireless. To the extent that Champaign is not a rate of return regulated rural local exchange carrier as defined in 47 C.F.R. § 51.5, Champaign's transport and provisioning obligation for Non-Access Telecommunications Traffic stops at Verizon Wireless's POI, regardless of whether Verizon Wireless's POI is located inside or outside of Champaign's service area.
 - 1.5 All references in the Agreement to the terms "telecommunications traffic", "local traffic", "Local Traffic", and "IntraMTA Traffic" shall be replaced with the term "Non-Access Telecommunications Traffic".
 - 1.6 All references in the Agreement to the terms "InterMTA traffic" and "non-local traffic" shall be replaced with the term "Access Telecommunications Traffic".
 - 1.7 For the avoidance of any doubt, nothing in this Amendment changes, amends or modifies the rates applicable to Access Telecommunications Traffic.
 - 1.8 Section 16 of the Agreement is deleted in its entirety and replaced with the following:

"SECTION 16. APPLICATION OF LAW

The construction, interpretation and performance of this Agreement shall be governed by (a) the laws of the United States of America and (b) the laws of the State of

Ohio, without regard to its conflicts of laws rules ("Applicable Law"). All disputes relating to this Agreement shall be resolved through the application of Applicable Law. Each Party shall remain in compliance with Applicable Law in the course of performing its obligations under this Agreement.

Neither Party shall be liable for any delay or failure in performance by it that results from requirements of Applicable Law, or acts or failures to act of any Governmental Authority.

Each Party shall promptly notify the other Party in writing of any action of a Governmental Authority that limits, suspends, cancels, withdraws, or otherwise materially affects, the notifying Party's ability to perform its obligations under this Agreement.

If any legislative, regulatory, judicial or other governmental decision, order, determination or action, or any change in Applicable Law, materially affects any material provision of this Agreement, the rights or obligations of a Party hereunder, or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law. If within thirty (30) days of the effective date of such decision, determination, action or change, the Parties are unable to agree in writing upon mutually acceptable revisions to this Agreement, either Party may, in its sole discretion, pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before a court of competent jurisdiction, without first pursuing dispute resolution in accordance with Section 10 of this Agreement."

- 1.9 The Verizon Wireless address for Notices found in Section 18 of the Agreement is deleted in its entirety and replaced with the following:

"Verizon Wireless
Network Interconnection
1120 Sanctuary Parkway
Alpharetta, GA 30009

With a copy to:
Deputy General Counsel
Verizon Global Wholesale
1320 North Courthouse Road, 9th Floor
Arlington, VA 22201"

- 1.10 Appendix A of the Agreement is deleted in its entirety.

2. Miscellaneous Provisions.

- 2.1 Conflict Between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and conditions of the Agreement to the extent necessary to give effect to the terms and conditions of this Amendment. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern; provided, however, that the fact that a term or condition appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.1.

- 2.2 Capitalization. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Amended Agreement.

- 2.3 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.
- 2.4 Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or condition of this Amendment.
- 2.5 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in this Amendment, and, except to the extent expressly set forth in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect after the Amendment Effective Date. For the avoidance of any doubt, nothing in this Amendment shall be deemed to amend or extend the term of the Amended Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Amended Agreement.
- 2.6 Joint Work Product. The Parties acknowledge that this Amendment is the joint work product of the Parties, that, for convenience, this Amendment has been drafted in final form by Verizon Wireless and that, accordingly, in the event of ambiguities in this Amendment, no inferences shall be drawn for or against either Party on the basis of authorship of this Amendment.
- 2.7 Amendments. No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.
- 2.8 Waivers. A failure or delay of either Party to enforce any of the provisions of this Amendment, or any right or remedy available under this Amendment, or at law or in equity, or to require performance of any of the provisions of this Amendment, or to exercise any option that is provided under this Amendment, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.
- 2.9 Definitions. Notwithstanding any other provision in the Agreement or this Amendment:
- 2.9.1 "Access Telecommunications Traffic" means traffic that originates on Verizon Wireless's network and terminates on Champaign's network that, at the beginning of the call, originates in one Major Trading Area ("MTA"), as defined by the FCC, and terminates in a different MTA. The originating point for Verizon Wireless is the cell site serving the Customer at the beginning of the call, and the terminating point for Champaign is the location of the End Office Switch serving Champaign's Customer.
- 2.9.2 "Bill-and-Keep Arrangement" shall have the same meaning as set forth in FCC Rule 51.713, 47 C.F.R. § 51.713, as amended from time to time.
- 2.9.3 "Governmental Authority" means any transnational, domestic or foreign federal, state or local governmental, regulatory or administrative authority, department, court, agency, commission or official, including, without limitation, any political subdivision thereof.
- 2.9.4 "Non-Access Telecommunications Traffic" shall have the same meaning as set forth in FCC Rule 51.701(b), 47 C.F.R. § 51.701(b), as amended from time to time.

SIGNATURE PAGE FOLLOWS

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

THE CHAMPAIGN TELEPHONE COMPANY

CELLCO PARTNERSHIP D/B/A VERIZON
WIRELESS, ON BEHALF OF ITSELF AND ITS
WIRELESS SUBSIDIARIES AND AFFILIATES
OPERATING IN THE STATE OF OHIO FROM TIME
TO TIME

By: Tiffany M Ebersold

By: Lynn Ramsey

Printed: Tiffany M Ebersold

Printed: Lynn Ramsey

Title: CEO

Title: Area Vice President - Network

Date: 10/22/13

Date: 9/25/13

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

10/22/2013 1:59:26 PM

in

Case No(s). 13-2117-TP-NAG

Summary: Application of Champaign Telephone Company for an Amendment of an Interconnection Agreement Pursuant to Section 252 of the Telecommunications Act of 1996 electronically filed by Ms. Teresa L Thomas on behalf of Champaign Telephone Company