

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 Buckland Telephone)
Company for Approval of an Amendment to the Agreement)
for Transport and Termination of Traffic with New Cingular)
Wireless Headquarters, LLC and its Affiliates)

TRF Docket No. _____

Case No. 12 - 1240 - **TP** - NAG

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

Name of Registrant(s) Buckland Telephone Company

DBA(s) of Registrant(s) _____

Address of Registrant(s) 105 S. Main Street, Buckland, OH 45819

Company Web Address _____

Regulatory Contact Person(s) Carolyn S. Flahive

Phone 614-469-3294

Fax 614-469-3361

Regulatory Contact Person's Email Address Carolyn.Flahive@ThompsonHine.com

Contact Person for Annual Report Douglas G. Place, General Manager

Phone 419-657-2222

Address (if different from above) _____

Consumer Contact Information Douglas G. Place, General Manager

Phone 419-657-2222

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, Buckland Telephone Company, 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, Carolyn S. Flahive, 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/ Carolyn S. Flahive, Esq. (Date) April 16, 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***

In the Matter of the Application of Buckland)
Telephone Company for Approval of an Amendment to the) Case No. 12-1240-TP-NAG
Agreement for Transport and Termination of Traffic with)
New Cingular Wireless Headquarters, LLC and its Affiliates)

Carolyn S. Flahive (0072404)
THOMPSON HINE LLP
41 South High Street
Suite 1700
Columbus, Ohio 43215-6101
Telephone: 614-469-3200
Fax: 614-469-3361
Its Attorney

Amendment to the Interconnection Agreement between New Cingular Wireless Headquarters, LLC , and its Affiliates, and TheBuckland Telephone Company

This Amendment ("Amendment") to the Interconnection Agreement between New Cingular Wireless Headquarters, LLC, a Delaware limited liability company, and its Affiliates ("NCW"), and TheBuckland Telephone Company ("Buckland"), is entered into by New Cingular Wireless PCS, LLC, a Delaware limited liability company, and its Commercial Mobile Radio Service operating affiliates, d/b/a AT&T Mobility ("AT&T Mobility"), as successor in interest to NCW, and Buckland, jointly as the "Parties".

RECITALS

WHEREAS, the Parties, or their predecessors in interest, previously entered into an Agreement for Transport and Termination of Traffic dated October 1, 2004 (the "Agreement"); and

WHEREAS, the Agreement will expire on October 1, 2012 if it is not automatically renewed in accordance with the terms set forth therein; and

WHEREAS, the Federal Communications Commission, in an order released November 18, 2011, has provided that bill-and-keep shall be the default compensation arrangement between the Parties for the exchange of all Intra-MTA traffic, and that this is to be considered a change of law; and

WHEREAS, the Parties desire to amend the Agreement to provide for a bill-and-keep arrangement for the exchange of all Intra-MTA traffic between them, such bill-and-keep arrangement to become effective October 1, 2012.

AGREEMENT

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

Amendment Terms

1. Unless otherwise defined herein, all terms used in this Amendment shall have the meanings ascribed to such terms in the Agreement; and all references hereafter made to the Agreement shall include the amendments and modifications effected pursuant to the terms of this Amendment.
2. From October 1, 2012, forward, all Intra-MTA traffic between the Parties shall be exchanged pursuant to a bill-and-keep arrangement, which means that neither Party shall charge the other for the transport and termination of the other's traffic.

3. This Amendment shall be effective October 1, 2012.
4. This Amendment shall remain effective as long as the Agreement remains effective between the Parties.
5. 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.
6. Except as expressly set forth herein, the terms and conditions of the Agreement shall remain in full force and effect without change.
7. This Amendment shall be binding on the Parties and their respective successors and assigns.
8. This Amendment shall be governed by, and construed and enforced in accordance with, the laws of the State of Ohio applicable to agreements to be performed in the State of Ohio, without application of any choice of law or conflict of law provision or rule (whether of the State of Ohio or of any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Ohio.
9. The Parties agree that this Amendment will be filed with the PUCO. In the event the PUCO rejects this Amendment in whole or in part, the Parties agree to negotiate in good faith to arrive at a mutually acceptable change, modification, or cancellation if required by a final order of the PUCO or a court in the exercise of its lawful jurisdiction.

The Parties, intending to be legally bound, have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

New Cingular Wireless PCS, LLC, and its Commercial Mobile Radio Service operating affiliates, d/b/a AT&T Mobility **The Buckland Telephone Company**

By: *Sheila Gaerem*
(Name)

By: _____
(Name)

Title: Lead Carrier Relations Manager

Title: _____

Date: 3/30/12

Date: _____

3. This Amendment shall be effective October 1, 2012.
4. This Amendment shall remain effective as long as the Agreement remains effective between the Parties.
5. 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.
6. Except as expressly set forth herein, the terms and conditions of the Agreement shall remain in full force and effect without change.
7. This Amendment shall be binding on the Parties and their respective successors and assigns.
8. This Amendment shall be governed by, and construed and enforced in accordance with, the laws of the State of Ohio applicable to agreements to be performed in the State of Ohio, without application of any choice of law or conflict of law provision or rule (whether of the State of Ohio or of any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Ohio.
9. The Parties agree that this Amendment will be filed with the PUCO. In the event the PUCO rejects this Amendment in whole or in part, the Parties agree to negotiate in good faith to arrive at a mutually acceptable change, modification, or cancellation if required by a final order of the PUCO or a court in the exercise of its lawful jurisdiction.

The Parties, intending to be legally bound, have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

**New Cingular Wireless PCS, LLC, and its
Commercial Mobile Radio Service
operating affiliates, d/b/a AT&T Mobility**

The Buckland Telephone Company

By: _____
(Name)

Title: Lead Carrier Relations Manager

Date: _____

By: *Raymond J. Place*
(Name)

Title: *General Manager*

Date: *4/2/12*

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

4/16/2012 12:21:42 PM

in

Case No(s). 12-1240-TP-NAG

Summary: Application for Approval of Amendment to Agreement electronically filed by Carolyn S Flahive on behalf of The Buckland Telephone Company