

Gary Peddicord

Director - Carrier Operations

221 East Fourth Street Room 121-850 Cincinnati, Ohio 45202 gary.peddicord@cinbell.com 513-565-3800

July 20, 2012

Ms. Betty McCauley, Secretary The Public Utilities Commission of Ohio 180 East Broad Street, 11th Floor Columbus, Ohio 43215 - 3793

Re: Amendment to the Interconnection Agreement Between Cincinnati Bell Telephone Company LLC and Verizon Wireless.

Dear Ms. McCauley:

Enclosed for filing in the above-referenced proceeding is an application seeking Commission approval of an amendment to the interconnection agreement between Cincinnati Bell Telephone Company LLC and Verizon Wireless.

Any questions regarding this filing should be directed to me at (513) 565-3800.

Respectfully submitted,

/s/ Gary Peddicord
Gary Peddicord
Director – Carrier Operations

Enclosure

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 Cincinnati Bell Telephone	TRF Docket No. 90
Company LLC for the Review of an Amendment of an Agreement_Pursuant to Section 252 of the Telecommunications Act of 1996	Case No. $12-2132$ - TP - NAG NOTE: Unless you have reserved a Case #, leave the "Case No" fields BLANK.
Name of Registrant(s) Cincinnati Bell Telephone Company LLo	
DBA(s) of Registrant(s)	
Address of Registrant(s) 221 East Fourth Street, Cincinnati Ohi	45201
Company Web Address www.cincinnatibell.com	
Regulatory Contact Person(s) Robert Wilhelm	Phone 513-397-6858 Fax 513-421-1367
Regulatory Contact Person's Email Address Bob.Wilhelm@cin	pell.com
Contact Person for Annual Report Robert Wilhelm	Phone 513-397-6858
Address (if different from above)	
Consumer Contact Information Kathy Campbell	Phone 513-397-1296
Address (if different from above)	
Motion for protective order included with filing? Yes X	
Motion for waiver(s) filed affecting this case? \square Yes \boxtimes No	Note: Waivers may toll any automatic timeframe.]
Notes:	
Section I and II are Pursuant to Chapter 4901:1-6 OAC.	

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

Section IV – Attestation.

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

- (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)
В	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the
	right margin.
С	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 Other (explain below)	For Prof	fit ILEC	☐ Not For I	Profit ILEC	☐ CI	LEC
Change terms & conditions existing BLES		ATA <u>1-6-14(H)</u> (Auto 30 days)		ATA <u>1-6-14(H)</u> (Auto 30 days)		ATA <u>1-6-14(H)</u> (Auto 30 days)	
Introduce non-recurring ch surcharge, or fee to BLES	arge,					(Auto 3	TA <u>1-6-14(H)</u> 30 days)
Introduce or Increase Late	Payment	ATA <u>1-</u> (Auto 30 day	ys)	ATA <u>1-6-14(I)</u> (Auto 30 days)		ATA <u>1-6-14(1)</u> (Auto 30 days)	
Revisions to BLES Cap.		ZTA <u>1-0</u> (0 day Notic	e)				
Introduce BLES or expand service area (calling area)	local	ZTA <u>1-0</u> (0 day Notic		☐ ZTA <u>1-6-14(H)</u> (0 day Notice)			'A <u>1-6-14(H)</u> Notice)
Notice of no obligation to of facilities and provide BLES		ZTA <u>1-0</u> (0 day Notic		ZTA <u>1-6-27(C)</u> (0 day Notice)			
Change BLES Rates		TRF <u>1-6</u> (0 day Notic	e)	TRF <u>1-6-</u> (0 day Notice		TRF <u>1-6-14(G)</u> (0 day Notice)	
To obtain BLES pricing fle	exibility	BLS <u>1-6</u> (C)(1)(c) (Auto 30 da					
Change in boundary	ACB <u>1-</u> (Auto 14 da			ACB <u>1-6-32</u> (Auto 14 days)			
Expand service operation a							RF <u>1-6-08(G)</u> (0 day)
BLES withdrawal							'A <u>1-6-25(B)</u> Notice)
Other* (explain)							
Section I – Part II – Customer Notification Offerings Pursuant to Chapter 4901:1-6-7 OAC							
Type of Notice	Direc	t Mail	Bill	Insert	Bill Nota	tion	Electronic Mail
☐ 15-day Notice							
☐ 30-day Notice							
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
☐ IOS							

Section II - Part I - Carrier Certification - Pursuant to Chapter 4901:1-6-08, 09 & 10 OAC

	ILEC	CLEC	Telecommunications	CESTC	CETC
Certification	(Out of Territory)		Service Provider		
			Not Offering Local		
* See Supplemental	ACE <u>1-6-08</u>	ACE <u>1-6-08</u>	ACE <u>1-6-</u> 08	ACE <u>1-6-</u> 10	UNC <u>1-6-</u> 09
form	* (Auto 30- day)	*(Auto 30 day)	*(Auto 30 day)	(Auto 30 day)	*(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		ABN <u>1-6-26</u> (Auto 30 days)	ABN <u>1-6-26</u> (Auto 30 days)
Change of Official Name *	ACN <u>1-6-29(B)</u> (Auto 30 days)	ACN <u>1-6-29(B)</u> (Auto 30 days)	CIO <u>1-6-29(C)</u> (0 day Notice)
Change in Ownership *	ACO <u>1-6-29(E)</u> (Auto 30 days)	ACO <u>1-6-29(E)</u> (Auto 30 days)	CIO <u>1-6-29(C)</u> (0 day Notice)
Merger *	AMT <u>1-6-29(E)</u> (Auto 30 days)	AMT <u>1-6-29(E)</u> (Auto 30 days)	CIO <u>1-6-29(C)</u> (0 day Notice)
Transfer a Certificate *	ATC <u>1-6-29(B)</u> (Auto 30 days)	ATC <u>1-6-29(B)</u> (Auto 30 days)	CIO <u>1-6-29(C)</u> (0 day Notice)
Transaction for transfer or lease of property, plant or business *	ATR <u>1-6-29(B)</u> (Auto 30 days)	ATR <u>1-6-29(B)</u> (Auto 30 days)	CIO <u>1-6-29(C)</u> (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	⊠ NAG <u>1-7-07</u>	☐ NAG <u>1-7-07</u>	
an approved agreement	(Auto 90 day)	(Auto 90 day)	
Request for Arbitration	ARB <u>1-7-09</u>	ARB <u>1-7-09</u>	
Request for Arbitration	(Non-Auto)	(Non-Auto)	
Introduce or change c-t-c service tariffs,	☐ ATA <u>1-7-14</u>	☐ ATA <u>1-7-14</u>	
introduce of change e-t-e service tariffs,	(Auto 30 day)	(Auto 30 day)	
Request rural carrier exemption, rural carrier	UNC <u>1-7-04</u> or 05		
suspension or modification	(Non-Auto)		
Changes in rates, terms & conditions to Pole	\square UNC 1-7-23(B)		
Attachment, Conduit Occupancy and Rights-	(Non-Auto)		
of-Way.			
	RCC	□NAG	
Wireless Providers See 4901:1-6-24	[Registration &	[Interconnection	
	Change in Operations]	Agreement or	

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

<u>AFFIDAVIT</u>	
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 Oh imply Commission approval and that the Commission's rules as modified contradictory provisions in our tariff. We will fully comply with the rules of the can result in various penalties, including the suspension of our certificate to open	I and clarified from time to time, supersede any he state of Ohio and understand that noncompliance
☐ I attest that customer notices accompanying this filing form were sent to affer accordance with Rule 4901:1-6-7, Ohio Administrative Code.	ected customers, as specified in Section II, in
I declare under penalty of perjury that the foregoing is true and correct.	
Executed on (Date) at (Location)	
*(Signature and Title	e) (Date)
• This affidavit is required for every tariff-affecting filing. It may be sig authorized agent of the applicant.	ned by counsel or an officer of the applicant, or an
VERIFICATION	
I, Gary Peddicord, verify that I have utilized the Telecommunications Fi Commission and that all of the information submitted here, and all additional in true and correct to the best of my knowledge.	
*(Signature and Title) /s/Gary Peddicord, Director – Carrier Operations *Verification is required for every filing. It may be signed by counsel or an operapplicant.	

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 to the Interconnection Agreement between Cincinnati Bell Telephone Company LLC and Verizon Wireless

This is an Amendment ("Amendment") to the Interconnection Agreement between the entities listed on the signature page of this Amendment d/b/a Verizon Wireless and Cincinnati Bell Telephone Company LLC, (jointly "the Parties").

RECITALS

WHEREAS, the Parties, or their predecessors in interest, previously entered into an Interconnection Agreement (the "Agreement"), pursuant to 47 U.S.C. 251/252; 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 Federal Communications Commission, in an order released December 23, 2011, has provided that such bill-and-keep arrangements, when requested before July 1, 2012, shall become effective July 1, 2012; and

WHEREAS Verizon Wireless elects to apply a bill-and-keep arrangement to all Intra-MTA traffic between the Parties; and

WHEREAS, the Agreement contains a "change of law" provision that authorizes the Parties to amend the Agreement to comport with a change in 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 July 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. From July 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.
- 2. This Amendment shall be effective July 1, 2012.
- 3. This Amendment shall remain effective as long as the Agreement remains effective between the Parties.
- 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.
- 5. Except as expressly set forth herein, the terms and conditions of the Agreement shall remain in full force and effect without change.

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.

Alltel Communications of Petersburg, Inc. Cincinnati Bell Telephone Company LLC 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** (Name) Title: Area Vice President - Network Date:

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

7/20/2012 5:04:34 PM

in

Case No(s). 12-2132-TP-NAG

Summary: Agreement Amendment to the Interconnection Agreement between Cincinnati Bell Telephone Company LLC and Verizon Wireless electronically filed by Mr. Gary Peddicord on behalf of Cincinnati Bell