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Johns Creek, GA 30022  
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[www.bodamer.com](http://www.bodamer.com)

August 31, 2012

Via Electronic Filing

Barcy McNeal, Secretary  
The Public Utilities Commission of Ohio  
180 East Broad Street, 11th Floor  
Columbus, Ohio 43215 - 3793

Re: Amendment to the Interconnection Agreement between New Knoxville Telephone Company and Verizon Wireless.

**Case 12-2410-TP-NAG**

Dear Ms. McNeal:

Enclosed for filing in the above-referenced proceeding is an application seeking Commission approval of an amendment to the interconnection agreement between New Knoxville Telephone Company and Verizon Wireless. This amendment modifies the Agreement approved by the Commission in Case No. 04-0816-TP-NAG.

Any questions regarding this filing should be directed to me at 770-649-1886.

Sincerely,

A handwritten signature in black ink that reads "Eileen M Bodamer". The signature is written in a cursive, flowing style.

Eileen M Bodamer

Encl.

Cc: Preston Meyer, New Knoxville Telephone

*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 )  
Amendment to the Interconnection and Reciprocal )  
Compensation Agreement between New Knoxville Telephone )  
Company and Verizon Wireless )

TRF Docket No.

Case No. 12- 2410- **TP- NAG**

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

Name of Registrant(s) New Knoxville Telephone

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

Address of Registrant(s) 301 West South Street, PO Box 219, New Knoxville, Ohio 45871

Company Web Address \_\_\_\_\_

Regulatory Contact Person(s) Eileen M Bodamer

Phone 770-649-1886

Fax 770-645-6545

Regulatory Contact Person's Email Address Eileen@Bodamer.com

Contact Person for Annual Report Susan Quellhorst

Phone 419-753-2457

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

Consumer Contact Information Susan Quellhorst

Phone 419-753-2457

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: May 15, 2012</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, New Knoxville Telephone Company, and am authorized to make this statement on its behalf.

/s/ Preston Meyer  
(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) August 31, 2012

at (Location) New Knoxville, OH

\*(Signature and Title) /s/ Preston Meyer, General Manager (Date) August 31, 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.*
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**VERIFICATION**

I, Eileen M Bodamer 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/ Eileen M Bodamer, Authorized Consultant

(Date) August 31, 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.*

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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***

**Amendment to the Interconnection Agreement between Verizon Wireless and New  
Knoxville Telephone Company**

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 ("Verizon Wireless") each with offices at One Verizon Way, Basking Ridge, NJ 07920, and New Knoxville Telephone Company ("NKT"), an Ohio Corporation, (collectively, the "Parties") with offices at 301 West South St, New Knoxville OH 45871.

**RECITALS**

WHEREAS, the Parties, or their predecessors in interest, previously entered into an Interconnection Agreement pursuant to 47 U.S.C. 251/252 and filed with the Public Utilities Commission of Ohio (Docket 04-0816-TP-NAG) on May 27, 2004 (the "Agreement"); 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 arrangement, when requested before July 1, 2012, shall become effective July 1, 2012; and

WHEREAS, Verizon Wireless desires to conform the Intra-MTA compensation arrangements memorialized in the Agreement with these aforementioned FCC orders of November 18, 2011 and December 23, 2011

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, with such bill-and-keep arrangement to become effective July 1, 2012, or whatever other date the FCC may determine is appropriate to begin applying a bill-and-keep arrangement to the exchange of Intra-MTA traffic;

NOW THEREFORE, in consideration of the premises and the mutual terms and 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.

## **AGREEMENT**

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 Intra-MTA traffic.

2. This amendment shall be effective July 1, 2012.

3. In the event the Federal Communications Commission (or a court with jurisdiction over the matter) determines that the bill-and-keep exchange of Intra-MTA traffic should be vacated or applicable starting with some date after July 1, 2012, sections 1 and 2 of this Amendment shall be deemed automatically modified by operation of law to reflect the subsequent date specified by the Federal Communications Commission.

If the bill-and-keep effective date is determined to be vacated or modified after the time that the Parties have moved to bill-and-keep pursuant to the terms of this Amendment, the Parties will true-up the rates retroactively to July 1, 2012 (if the bill and keep treatment is vacated) or back to the changed date that bill-and-keep was to become effective (if the effective date is modified). For purposes of any true-up calculations to be performed pursuant to this Amendment, the reciprocal compensation rate to be used for those periods when bill-and-keep was not in effect shall be the rate set forth in the Parties underlying Agreement, as drafted prior to this Amendment.

To the extent warranted by any further determination by the Federal Communications Commission (or a judicial stay or court-ordered vacatur or other modification or clarification of the USF/ICC Reform Order), the Parties agree to immediately apply any affected terms and conditions, including any in other sections and articles of this Agreement, consistent with such subsequent action, and within a reasonable time incorporate such modified terms and conditions in writing into this Agreement.

4. This amendment shall remain effective as long as the Agreement remains effective between the Parties.

5. The provisions of this Amendment 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.

(Signature Page to Follow)

The Parties, intending to be legally bound hereby, 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. d/b/a New Knoxville Telephone Company  
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 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

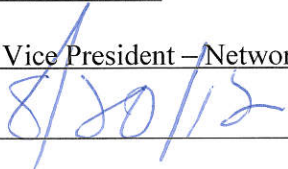
By:



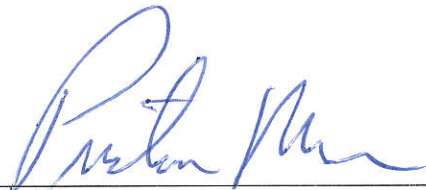
Name: Beth Ann Drohan

Title: Area Vice President - Network

Date:



By:



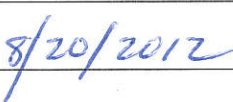
Name:

Preston Meyer

Title:

General Manager

Date:





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

**Commission of Ohio Docketing Information System on**

**8/31/2012 12:34:13 PM**

**in**

**Case No(s). 12-2410-TP-NAG**

Summary: Agreement Amendment to the Interconnection Agreement between New Knoxville Telephone Company and Verizon Wireless. electronically filed by Ms. Eileen M Bodamer on behalf of The New Knoxville Telephone Company