

NC FILE

BAILEY CAVALIERI LLC
ATTORNEYS AT LAW

One Columbus 10 West Broad Street, Suite 2100 Columbus, Ohio 43215-3422
telephone 614.221.3155 facsimile 614.221.0479
www.baileycavalieri.com

direct dial: 614.229.3278
email: William.Adams@BaileyCavalieri.com

April 30, 2013

RECEIVED-DOCKETING DIV
2013 APR 30 PM 12:38
PUCO

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

Re: *In the Matter of the Application of Doylestown Telephone Company for Approval of a Negotiated Amendment with Cleveland Unlimited, Inc. Pursuant to Section 252 of the Telecommunications Act*
PUCO Case No. 13-1092-TP-NAG

Dear Ms. McNeal:

Enclosed are the original and eight (8) copies of the Application of Doylestown Telephone Company for Approval of a Negotiated Amendment with Cleveland Unlimited, Inc. Pursuant to Section 252 of the Telecommunications Act for filing in the above-referenced matter on behalf of Doylestown Telephone Company. Please time stamp the extra copies of the Application and return them to our courier.

Thank you for your assistance.

Very truly yours,

BAILEY CAVALIERI LLC


William A. Adams

WAA/sg

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 Doylestown Telephone Company for Approval of a Negotiated Amendment with Cleveland Unlimited, Inc. Pursuant to Section 252 of the Telecommunications Act)
)
)
)

TRF Docket No. _____

Case No. 13 - 1092 - TP - NAG

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

Name of Registrant(s) Doylestown Telephone Company

DBA(s) of Registrant(s) _____

Address of Registrant(s) 81 North Portage Street, Doylestown, OH 44230-1349

Company Web Address _____

Regulatory Contact Person(s) William A. Adams Phone 614.229.3278 Fax 614.221.0479

Regulatory Contact Person's Email Address william.adams@baileycavalieri.com

Contact Person for Annual Report Thomas J. Brockman Phone 330.658.4488

Address (if different from above) _____

Consumer Contact Information Thomas J. Brockman Phone 330.658.4488

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). |

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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 <u>1-6-14(H)</u> (Auto 30 days) | <input type="checkbox"/> ATA <u>1-6-14(H)</u> (Auto 30 days) | <input type="checkbox"/> ATA <u>1-6-14(H)</u> (Auto 30 days) |
| Introduce non-recurring charge, surcharge, or fee to BLES | | | <input type="checkbox"/> ATA <u>1-6-14(H)</u> (Auto 30 days) |
| Introduce or Increase Late Payment | <input type="checkbox"/> ATA <u>1-6-14(I)</u> (Auto 30 days) | <input type="checkbox"/> ATA <u>1-6-14(I)</u> (Auto 30 days) | <input type="checkbox"/> ATA <u>1-6-14(I)</u> (Auto 30 days) |
| Revisions to BLES Cap. | <input type="checkbox"/> ZTA <u>1-6-14(F)</u> (0 day Notice) | | |
| Introduce BLES or expand local service area (calling area) | <input type="checkbox"/> ZTA <u>1-6-14(H)</u> (0 day Notice) | <input type="checkbox"/> ZTA <u>1-6-14(H)</u> (0 day Notice) | <input type="checkbox"/> ZTA <u>1-6-14(H)</u> (0 day Notice) |
| Notice of no obligation to construct facilities and provide BLES | <input type="checkbox"/> ZTA <u>1-6-27(C)</u> (0 day Notice) | <input type="checkbox"/> ZTA <u>1-6-27(C)</u> (0 day Notice) | |
| Change BLES Rates | <input type="checkbox"/> TRF <u>1-6-14(F)</u> (0 day Notice) | <input type="checkbox"/> TRF <u>1-6-14(F)(4)</u> (0 day Notice) | <input type="checkbox"/> TRF <u>1-6-14(G)</u> (0 day Notice) |
| To obtain BLES pricing flexibility | <input type="checkbox"/> BLS <u>1-6-14</u> <u>(C)(1)(c)</u> (Auto 30 days) | | |
| Change in boundary | <input type="checkbox"/> ACB <u>1-6-32</u> (Auto 14 days) | <input type="checkbox"/> ACB <u>1-6-32</u> (Auto 14 days) | |
| Expand service operation area | | | <input type="checkbox"/> TRF <u>1-6-08(G)(0 day)</u> |
| BLES withdrawal | | | <input type="checkbox"/> ZTA <u>1-6-25(B)</u> (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 <u>1-6-08</u> * (Auto 30- day) | <input type="checkbox"/> ACE <u>1-6-08</u> * (Auto 30 day) | <input type="checkbox"/> ACE <u>1-6-08</u> * (Auto 30 day) | <input type="checkbox"/> ACE <u>1-6-10</u> (Auto 30 day) | <input type="checkbox"/> UNC <u>1-6-09</u> * (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 <u>1-6-26</u> (Auto 30 days) | <input type="checkbox"/> ABN <u>1-6-26</u> (Auto 30 days) |
| Change of Official Name * | <input type="checkbox"/> ACN <u>1-6-29(B)</u> (Auto 30 days) | <input type="checkbox"/> ACN <u>1-6-29(B)</u> (Auto 30 days) | <input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice) |
| Change in Ownership * | <input type="checkbox"/> ACO <u>1-6-29(E)</u> (Auto 30 days) | <input type="checkbox"/> ACO <u>1-6-29(E)</u> (Auto 30 days) | <input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice) |
| Merger * | <input type="checkbox"/> AMT <u>1-6-29(E)</u> (Auto 30 days) | <input type="checkbox"/> AMT <u>1-6-29(E)</u> (Auto 30 days) | <input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice) |
| Transfer a Certificate * | <input type="checkbox"/> ATC <u>1-6-29(B)</u> (Auto 30 days) | <input type="checkbox"/> ATC <u>1-6-29(B)</u> (Auto 30 days) | <input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice) |
| Transaction for transfer or lease of property, plant or business * | <input type="checkbox"/> ATR <u>1-6-29(B)</u> (Auto 30 days) | <input type="checkbox"/> ATR <u>1-6-29(B)</u> (Auto 30 days) | <input type="checkbox"/> 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 an approved agreement | <input checked="" type="checkbox"/> NAG <u>1-7-07</u> (Auto 90 day) | <input type="checkbox"/> NAG <u>1-7-07</u> (Auto 90 day) |
| Request for Arbitration | <input type="checkbox"/> ARB <u>1-7-09</u> (Non-Auto) | <input type="checkbox"/> ARB <u>1-7-09</u> (Non-Auto) |
| Introduce or change c-t-c service tariffs, | <input type="checkbox"/> ATA <u>1-7-14</u> (Auto 30 day) | <input type="checkbox"/> ATA <u>1-7-14</u> (Auto 30 day) |
| Request rural carrier exemption, rural carrier suspension or modification | <input type="checkbox"/> UNC <u>1-7-04 or 05</u> (Non-Auto) | |
| Changes in rates, terms & conditions to Pole Attachment, Conduit Occupancy and Rights- of-Way. | <input type="checkbox"/> UNC <u>1-7-23(B)</u> (Non-Auto) | |
| Wireless Providers See <u>4901:1-6-24</u> | <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, William A. Adams, 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)  _____ (Date) April 30, 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

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of Doylestown)
Telephone Company for Approval of a Negotiated) Case No. 13-1092-TP-NAG
Amendment with Cleveland Unlimited, Inc. Pursuant)
to Section 252 of the Telecommunications Act)

APPLICATION FOR APPROVAL OF A NEGOTIATED
AGREEMENT AMENDMENT PURSUANT TO THE
TELECOMMUNICATIONS ACT

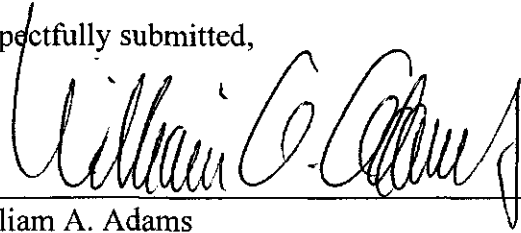
Doylestown Telephone Company ("Doylestown") hereby files the attached First Amendment to Wireless Interconnection Agreement Between Cleveland Unlimited, Inc. and Doylestown ("First Amendment") fully executed on April 29, 2013, amending the Agreement filed in PUCO Case No. 07-247-TP-NAG on March 6, 2007, between Doylestown and Cleveland Unlimited, Inc. This First Amendment was achieved through good-faith negotiations between the parties as contemplated by 47 U.S.C. § 252(a) and is filed for review and approval by the Commission pursuant to 47 U.S.C. § 252(e) and Ohio Adm. Code § 4901:1-7-07(B)(2).

The First Amendment is filed pursuant to the procedures set forth in 47 U.S.C. § 252(e) and Ohio Adm. Code § 4901:1-7-07(D) which require the Commission to approve the First Amendment unless it discriminates against a telecommunications carrier not party to the First Amendment or implementation of the First Amendment is not consistent with public interest, convenience, and necessity. This First Amendment does not discriminate against other telecommunications carriers. The First Amendment is in the public interest, convenience, and necessity because it describes and enables specific traffic exchange and reciprocal compensation arrangements between the parties. In accordance with 47 U.S.C. § 252(e)(4) and Ohio Adm. Code §§ 4901:1-7-07(B)(3) and (D)(2), the First Amendment is effective upon filing and will be deemed approved if the Commission does not act to reject the First Amendment within ninety

(90) days from the date of this Application. This First Amendment is effective by its terms on May 1, 2013.

WHEREFORE, Doylestown requests that the Commission approve the First Amendment.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "William A. Adams", written over a horizontal line.

William A. Adams
Bailey Cavalieri LLC
10 West Broad Street, Suite 2100
Columbus, OH 43215-3422
Telephone: 614.229.3278
Facsimile: 614.221.0479
William.Adams@baileycavalieri.com

Attorneys for Doylestown Telephone Company

**FIRST AMENDMENT TO WIRELESS INTERCONNECTION AGREEMENT
BETWEEN CLEVELAND UNLIMITED, INC. AND DOYLESTOWN
TELEPHONE COMPANY**

This First Amendment to the Wireless Interconnection Agreement between Doylestown Telephone Company and Cleveland Unlimited, Inc. ("First Amendment") is entered into as of this 29 day of April, 2013, between Doylestown Telephone Company ("Doylestown"), an Ohio corporation located at 81 North Portage Street, Doylestown, Ohio 44230, and Cleveland Unlimited, Inc. ("CUI") (Doylestown and CUI each referred to as a "Party" and collectively as "Parties").

WHEREAS, the Parties entered into the Wireless Interconnection Agreement between Doylestown and CUI ("Agreement") effective on April 1, 2006; 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 Local Telecommunications Traffic (as defined in § 1.6 of the Agreement), and that this is to be considered a change of law; and

WHEREAS, CUI elects to apply a bill-and-keep arrangement to all Local Telecommunications Traffic between the Parties; and

WHEREAS, the Parties desire to amend the Agreement to provide for a bill-and-keep arrangement for the exchange of all Local Telecommunications Traffic between them.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:


1. From May 1, 2013, forward, all Local Telecommunications 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 First Amendment shall be effective May 1, 2013. Except as provided below, this First Amendment shall remain effective as long as the Agreement remains effective between the Parties. Except as amended by this First Amendment, the Agreement remains in full force and effect as the binding obligation of the Parties in accordance with its original terms.
3. The provisions of this First Amendment may not be amended, modified or supplemented without the written consent thereto by both Parties' authorized representatives. 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 thereof ("Decision"), the Federal Communications Commission provisions in the November 18, 2011 or December 23, 2011 orders regarding the bill-and-keep arrangements for Local Telecommunications Traffic are enjoined, stayed, reversed, remanded, or otherwise no longer legally effective, then the Parties agree that without any further action they will comply with the preexisting rates, terms and conditions of the Agreement on a prospective basis.

from the date of the Decision. The Parties also agree that they will true up compensation for any traffic exchanged under this First Amendment on and after May 1, 2013 to the date of the Decision at the preexisting rate under the Agreement.


4. This First Amendment may be executed in several counterparts, and each counterpart, when so executed and delivered, shall constitute an original agreement, and all such separate counterparts shall constitute but one and the same instrument. Facsimile or scanned counterparts of the First Amendment also shall constitute an original for all purposes.
5. The individuals signing this First Amendment represent and warrant that they are authorized or empowered to enter into this First Amendment on behalf of the respective Party.

IN WITNESS WHEREOF, the Parties hereto make and execute this First Amendment.

Cleveland Unlimited, Inc.

By: 
Name: Daniel L. Zuckerman
Title: CEO
Date: 4/23/2012

Doylestown Telephone Company

By: 
Name: Thomas J. Brockman
Title: President
Date: 4/29/2013