

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.

<u>In the Matter of the Application of Middle Point Home</u>)	TRF Docket No. 90-5027-TP-TRF
<u>Telephone Company and Verizon Wireless to Amend the</u>)	Case No. 15-2013 -TP- NAG
<u>Traffic Exchange and Compensation Agreement.</u>)	NOTE: Unless you have reserved a Case #, leave the "Case No" fields
)	BLANK.

Name of Registrant(s) Middle Point Home Telephone Company

DBA(s) of Registrant(s) _____

Address of Registrant(s) 106 ½ E. Jackson Street. PO Box 41, Middle Point, Ohio 45863-0041

Company Web Address www.telserco.com

Regulatory Contact Person(s) Kimberly C. Klingler Phone 4197392296 Fax 4197392299

Regulatory Contact Person's Email Address kimk@telserco.com

Contact Person for Annual Report Lonnice D. Pedersen Phone 4197392227

Address (if different from above) _____

Consumer Contact Information Denise Raney Phone 4197392295

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"/> <u>ATA 1-6-14(H)</u> (Auto 30 days)	<input type="checkbox"/> <u>ATA 1-6-14(H)</u> (Auto 30 days)	<input type="checkbox"/> <u>ATA 1-6-14(H)</u> (Auto 30 days)
Introduce non-recurring charge, surcharge, or fee to BLES			<input type="checkbox"/> <u>ATA 1-6-14(H)</u> (Auto 30 days)
Introduce or Increase Late Payment	<input type="checkbox"/> <u>ATA 1-6-14(I)</u> (Auto 30 days)	<input type="checkbox"/> <u>ATA 1-6-14(I)</u> (Auto 30 days)	<input type="checkbox"/> <u>ATA 1-6-14(I)</u> (Auto 30 days)
Revisions to BLES Cap.	<input type="checkbox"/> <u>ZTA 1-6-14(F)</u> (0 day Notice)		
Introduce BLES or expand local service area (calling area)	<input type="checkbox"/> <u>ZTA 1-6-14(H)</u> (0 day Notice)	<input type="checkbox"/> <u>ZTA 1-6-14(H)</u> (0 day Notice)	<input type="checkbox"/> <u>ZTA 1-6-14(H)</u> (0 day Notice)
Notice of no obligation to construct facilities and provide BLES	<input type="checkbox"/> <u>ZTA 1-6-27(C)</u> (0 day Notice)	<input type="checkbox"/> <u>ZTA 1-6-27(C)</u> (0 day Notice)	
Change BLES Rates	<input checked="" type="checkbox"/> <u>TRF 1-6-14(F)</u> (0 day Notice)	<input type="checkbox"/> <u>TRF 1-6-14(F)(4)</u> (0 day Notice)	<input type="checkbox"/> <u>TRF 1-6-14(G)</u> (0 day Notice)
To obtain BLES pricing flexibility	<input type="checkbox"/> <u>BLS 1-6-14(C)(1)(c)</u> (Auto 30 days)		
Change in boundary	<input type="checkbox"/> <u>ACB 1-6-32</u> (Auto 14 days)	<input type="checkbox"/> <u>ACB 1-6-32</u> (Auto 14 days)	
Expand service operation area			<input type="checkbox"/> <u>TRF 1-6-08(G)(0 day)</u>
BLES withdrawal			<input type="checkbox"/> <u>ZTA 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</u> or 05 (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, Middle Point Home Telephone Company, and am authorized to make this statement on its behalf.

Lonnie D. Pedersen
(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) 11/30/15 at (Location) 2 Willipie St., Wapakoneta, Ohio 45895

*(Signature and Title) [Signature]

(Date) 11/30/2015

- 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, Kimberly C Klingler 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) [Signature]

Business Manager

(Date) 11/30/15

*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 to the Traffic Exchange and Compensation Agreement
between
Middle Point Home Telephone Company and Verizon Wireless**

This Amendment ("Amendment") shall be deemed effective on July 1, 2015 (the "Amendment Effective Date") by and between Middle Point Home Telephone Company ("ILEC") and 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 ("Verizon Wireless"). Verizon Wireless and ILEC may be hereinafter referred to individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, the Parties, or their predecessors in interest, previously entered into a Traffic Exchange and Compensation Agreement (the "Agreement"), effective July 23, 2008, pursuant to 47 U.S.C. §§251/252; and

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"); and

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, prior to July 1, 2012, Verizon Wireless requested to amend the Agreement to apply a bill-and-keep arrangement to all Intra-MTA traffic between the Parties; and

WHEREAS, the FCC, in the ICC Order, has provided for an interim default rule limiting rural, rate-of-return incumbent local exchange carriers responsibility for transport of Intra-MTA traffic exchanged with CMRS providers, and that this is to be considered a change of law; and

WHEREAS, ILEC asserts that it is a rural, rate-of-return regulated ILEC as defined in 47 U.S.C. §153 and 47 C.F.R. §51.903; and

WHEREAS, the Agreement contains a "change of law" provision that requires the Parties to amend the Agreement to comport with a change in law; and

WHEREAS, the Parties agree to amend the Agreement to provide for the above changes-in-law, such changes to become effective July 1, 2012;

AGREEMENT

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 is hereby acknowledged, the Parties agree as follows:

Amendment Terms

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. The Parties acknowledge that the FCC, pursuant to the ICC Order, adopted a Bill-and-Keep Arrangement as the default compensation for Reciprocal Compensation Traffic exchanged on and after July 1, 2012 between LECs and CMRS providers. Pursuant to the ICC Order, for Reciprocal Compensation Traffic exchanged between the Parties on and after July 1, 2012, the rate for Reciprocal Compensation 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). Neither Party shall bill the other Party for Reciprocal Compensation Traffic.
2. Attachment A Section 1.0 of the Agreement is deleted in its entirety and replaced with the following:

“1.0 Reciprocal Compensation for purposes of applying §5.3.1.

\$0.00 per minute of use for traffic exchanged via direct or indirect interconnection.”
3. Section 4.2 of the Agreement is deleted in its entirety and replaced with the following:

“Indirect Interconnection. Traffic that originates on a Party’s network and terminates on the other Party’s network via transit of a third party tandem (“Third Party Provider”) shall be permitted under this Agreement, which tandem shall be the tandem that ILEC rate centers subtend as defined in the LERG. To the extent that Verizon Wireless’ POI is located outside of ILEC’s service area (e.g., at a third-party tandem as identified in the LERG) and ILEC is a rate of return regulated rural local exchange carrier as defined in 47 C.F.R. § 51.5, ILEC’s transport and provisioning obligation for Reciprocal 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 ILEC’s service area to Verizon Wireless’s POI, including transport for ILEC-originated traffic sent to Verizon Wireless’s POI through a third-party transport provider selected by Verizon Wireless.”
4. The Verizon Wireless address for billing found in Section 5.3.4 is deleted in its entirety and replaced with the following:

“Verizon Wireless
10740 Nall Ave.
Overland Park, KS 66211
Attn: Telecom Billing Analyst”
5. The Verizon Wireless address for Notices found in Section 17.10 is deleted in its entirety and replaced with the following:

“Verizon Wireless
1120 Sanctuary Parkway
Suite 150
Mail Code GASA4ICT
Alpharetta, GA 30009

cc:

Vice President and Deputy General Counsel
Verizon Global Wholesale
1320 North Courthouse Road

9th Floor
Arlington, VA 22201
Facsimile: (703) 351-3656”

6. Section 17.1.2 of the Agreement is deleted in its entirety and replaced with the following:

“Cellco Partnership represents and warrants that it is a general partnership duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement, subject to any necessary regulatory approval.”

7. This Amendment shall be effective as of the Amendment Effective Date (July 1, 2012).
8. This Amendment shall remain effective as long as the Agreement remains effective between the Parties. 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.
9. No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.
10. 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 hereof ("Decision"), the provisions in the ICC Order referenced above are revised, reconsidered, modified, or changed, the Parties agree to comply with the Decision and amend the Agreement accordingly.
11. 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. 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 11.
12. 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. Facsimile counterparts of the Amendment also shall constitute an original for all purposes.
13. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Amended Agreement.
14. 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.

15. 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.

The Parties, intending to be legally bound, have executed this Amendment as of the Amendment Effective Date.

**Cellco Partnership d/b/a Verizon
Wireless**

Middle Point Home Telephone Company

By: 

Lynn Ramsey

By: 

Lonnie D. Pedersen

Title: Area Vice President - Network

Title: Chief Operating Officer

Date: 11/10/15

Date: 11/20/2015

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

11/30/2015 9:24:21 AM

in

Case No(s). 15-2013-TP-NAG

Summary: Agreement In the Matter of the Application of Middle Point Home Telephone Company and Verizon Wireless to Amend the Traffic Exchange and Compensation Agreement. electronically filed by Mrs. Kimberly C Klingler on behalf of Pedersen, Lonnie D Mr.