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April 10, 2014

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Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
400 North Street, Filing Room
Harrisburg, PA 17101

Re: Application for Approval of Interconnection Agreement Between Bentleyville Communications Corporation and New Cingular Wireless PCS, LLC, on its behalf and its Commercial Mobile Radio Service Operating Affiliates d/b/a AT&T Mobility, as Successor in Interest to Dobson Cellular Systems, Inc.; Docket No. A-_____

Dear Secretary Chiavetta:

Enclosed for filing please find the Application for Approval of Amendment No. 1 to the Interconnection Agreement between Bentleyville Communications Corporation and New Cingular Wireless PCS, LLC, on its behalf and its Commercial Mobile Radio Service Operating Affiliates d/b/a AT&T Mobility, as Successor in Interest to Dobson Cellular Systems, Inc.

If you have any questions, please do not hesitate to contact me.

Sincerely,

THOMAS, LONG, NIESEN & KENNARD

By: 
Charles E. Thomas, III

cc: Beth Westman

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Application of Bentleyville Communications :
Corporation and New Cingular Wireless PCS, :
LLC, on behalf of itself, and its Commercial :
Mobile Radio Service Operating Affiliates : Docket No. A-
d/b/a AT&T Mobility, as successor in interest :
to Dobson Cellular Systems, Inc. for Approval :
of an Interconnection Agreement Under Sections :
251 and 252 of the Telecommunications Act :
of 1996 :

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**APPLICATION OF
BENTLEYVILLE COMMUNICATIONS CORPORATION
AND NEW CINGULAR WIRELESS PCS, LLC, ON BEHALF OF ITSELF,
AND ITS COMMERCIAL MOBILE RADIO SERVICE OPERATING
AFFILIATES D/B/A AT&T MOBILITY, AS SUCCESSOR IN INTEREST
TO DOBSON CELLULAR SYSTEMS, INC. FOR APPROVAL
OF AMENDMENT NO. 1 TO INTERCONNECTION AGREEMENT**

Bentleyville Communications Corporation (“Bentleyville”) hereby requests that the Pennsylvania Public Utility Commission (“Commission”) review and approve the attached Amendment No. 1 (“Amendment”) between Bentleyville and New Cingular Wireless PCS, LLC, on its behalf and its Commercial Mobile Radio Service Operating Affiliates d/b/a AT&T Mobility, as Successor in Interest to Dobson Cellular Systems, Inc. (“AT&T Mobility”) pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, 47 U.S.C. §§ 251 and 252 (the “Act”). In support of this request, Bentleyville states as follows:

1. The Amendment was arrived at through good faith negotiations between the parties as contemplated by Section 252 of the Act and provides for interconnection as addressed in Section 251 of the Act.
2. Pursuant to Section 252(c)(2), the Commission may only reject a negotiated agreement if it finds that (1) the Amendment discriminates against another carrier, or (2)

implementation of the Amendment would not be consistent with the public interest, convenience and necessity.

3. Bentleyville will make the Amendment available to any other similarly situated telecommunications carrier operating within its incumbent service territory. Other carriers are also free to negotiate their own terms and conditions pursuant to the applicable provisions of the Act. For this reason, the Amendment is not discriminatory.

4. In addition, implementation of the Amendment is consistent with the public interest because it will permit interconnection between Bentleyville and AT&T Mobility, promote competition and enhance Bentleyville's ability to provide competitive local exchange services.


5. In accordance with § 252(e)(4) of the Act, the Amendment will be deemed approved if the Commission does not act to approve or reject the Agreement within ninety (90) days from the date of this submission.

6. Copies of the Amendment are available for public inspection in Bentleyville's and AT&T's public offices.

WHEREFORE, Bentleyville Communications Corporation respectfully requests that the Commission approve the attached Amendment No. 1 under § 252(e) of the Act.

Respectfully submitted,

THOMAS, LONG, NIESEN & KENNARD

By: 

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Dated: April 10, 2014

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Amendment No. 1
To the
Interconnection Agreement
Between
Bentleyville Communications Corporation
And
Dobson Cellular Systems, Inc.

This Amendment No. 1 (the "Amendment") to the "Interconnection Agreement between Bentleyville Communications Corporation and Dobson Cellular Systems, Inc." effective September 1, 2005 (the "Agreement") is entered into by New Cingular Wireless PCS, LLC, on behalf of itself, and its Commercial Mobile Radio Service operating affiliates d/b/a AT&T Mobility (collectively "AT&T Mobility"), as successor in interest to Dobson Cellular Systems, Inc., and Bentleyville Communications Corporation ("Bentleyville"). Bentleyville and AT&T Mobility may be referred to individually as "Party" and jointly as the "Parties."

WHEREAS, the Parties, or their predecessors in interest, previously entered into the Agreement pursuant to 47 USC 251/252; and

WHEREAS, the Federal Communications Commission, in an Order Released November 18, 2011¹ (the "FCC Order"), has provided that bill-and-keep shall be the default compensation arrangement between the parties for all traffic that originates and terminates within the same Major Trading Area ("intra-MTA traffic"),² and that it is to be considered a change in law; and

WHEREAS, the FCC Order further provided, with respect to a rural, rate-of-return local exchange carrier ("Rural Carrier"), the Rural Carrier is only responsible for the transport of non-access traffic between the Rural Carrier and the CMRS provider to the interconnection point, if it is within the Rural Carrier's service territory. If the interconnection point is outside the Rural Carrier's service territory, the Rural Carrier's transport and provisioning obligations stop at the meet point;³ and

WHEREAS, AT&T Mobility elects to apply bill-and-keep reciprocal compensation arrangements solely to all intra-MTA traffic between the Parties; and

¹ *In the Matter of Connect America Fund A National Broadband Plan for Our Future Establishing Just and Reasonable Rates for Local Exchange Carriers High-Cost Universal Service Support Developing an Unified Intercarrier Compensation Regime Federal-State Joint Board on Universal Service Lifeline and Link-Up Universal Service Reform – Mobility Fund FCC Docket 11-161 Report and Order and Further Notice of Proposed Rulemaking* (November 18, 2011).

² *Id.* at 994.

³ *Id.* at 999.

WHEREAS, Bentleyville, a Rural Carrier, wishes to amend the Agreement to clarify the provisioning and transport obligations for non-access 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 the change in law; and

WHEREAS, the Parties desire to amend the Agreement consistent with the change in law set forth in the FCC Order to provide for a bill-and-keep arrangement for all reciprocal compensation intra-MTA traffic exchanged between the Parties and to clarify the provisioning and transport obligations of the Parties, for as long as these changes remain the law.

AGREEMENT

1. *This Amendment shall be effective July 1, 2012.*
2. *This Amendment remains in effect until: 1) The Agreement is terminated or otherwise made ineffective; or 2) There is a subsequent change in law that would effect this Amendment.*
3. *From July 1, 2012 forward, the reciprocal compensation for all Intra-MTA traffic between the Parties shall be exchanged pursuant to a bill-and-keep arrangement, provided, however, that*
4. *From July 1, 2012 forward, Bentleyville is only responsible for the transport of non-access traffic between the Bentleyville and AT&T Mobility interconnection point, if it is within Bentleyville's service territory. If the interconnection point is outside Bentleyville's service territory, Bentleyville's transport and provisioning obligations stop at the meet point.*
5. *For all AT&T Mobility transport obligations arising pursuant to paragraph 4 AT&T Mobility and Bentleyville shall work cooperatively to implement the least cost routing solution.*
6. *Bentleyville shall notify AT&T Mobility within ten (10) days of any change in its status as a rural rate-of-return LEC. In the event of any such change, Bentleyville will, upon AT&T Mobility's request, commence negotiations on a further amendment to the Agreement within thirty (30) days of such request.*
7. *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.

Bentleyville Communications Corporation

**New Cingular Wireless PCS, LLC,
successor in interest to Dobson Cellular
Systems, Inc.**

By: Michael T. Skrivan

By: Sheila Paananen

Printed Name: Michael T. Skrivan

Printed Name: Sheila M. Paananen

Title: Vice President Regulatory

Title: Lead Carrier Relations Manager

Date: 6/6/12

Date: 5/31/12