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April 10, 2014

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

RECEIVED  
2014 APR 10 AM 11:05  
SECRETARY, P.A. P.U.C. BUREAU

Re: Application for Approval of Interconnection Agreement  
Between Bentleyville Telephone Company and Verizon Wireless  
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 Telephone Company and Verizon Wireless.

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**

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**SECRETARY'S BUREAU**

Application of Bentleyville Communications :  
Corporation and Verizon Wireless :  
for Approval of an Interconnection Agreement : Docket No. A-  
Under Sections 251 and 252 of the :  
Telecommunications Act of 1996 :

**APPLICATION OF  
BENTLEYVILLE COMMUNICATIONS CORPORATION  
AND VERIZON WIRELESS, FOR APPROVAL OF  
AMENDMENT NO. 1 TO THE INTERCONNECTION AGREEMENT**

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Bentleyville Communications Corporation (“Bentleyville”) hereby requests that the Pennsylvania Public Utility Commission (“Commission”) review and approve the attached Amendment No. 1 between Bentleyville and Verizon Wireless 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 Verizon Wireless, 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 Amendment within ninety (90) days from the date of this submission.

6. Copies of the Amendment are available for public inspection in Bentleyville's and Verizon Wireless's public offices.

WHEREFORE, Bentleyville Telephone Company 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

d/b/a Bentleyville Telephone Company

And

Verizon Wireless

This Amendment No. 1 (the "Amendment") to the Interconnection Agreement between Bentleyville Communications Corporation d/b/a Bentleyville Telephone Company (hereafter "LEC"), a Pennsylvania Corporation and the Verizon Wireless entities listed on the signature page of this Amendment, individually and collectively doing business as Verizon Wireless (collectively "Verizon Wireless"). LEC and Verizon Wireless may be hereinafter referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, the Parties, or their predecessors in interest, previously entered into an interconnection Agreement for the Commonwealth of Pennsylvania effective October 1, 2006 (the "Agreement") pursuant to 47 U.S.C. §§ 251/252; and

WHEREAS, the Federal Communications Commission, in an Order released November 18, 2011<sup>1</sup>, as modified by the Order On Reconsideration released December 23, 2011, in the same docket (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"),<sup>2</sup> and that it is to be considered a change in law effective July 1, 2012; and

WHEREAS, the FCC Order further provided, with respect to a rural, rate-of-return local exchange carrier as defined in FCC Rule 51.5, 47 C.F.R. § 51.5 ("Rural Carrier"), that the Rural Carrier is only responsible for the transport of non-access traffic between a Rural Carrier and a CMRS Provider to the CMRS Provider's interconnection point, if it is within the Rural Carrier's service territory. If the CMRS Provider's interconnection point is outside the Rural Carrier's service territory, the Rural Carrier's transport and provisioning obligations stop at its meet point;<sup>3</sup> and

WHEREAS, Verizon Wireless elects to apply bill-and-keep reciprocal compensation arrangements solely to all Intra-MTA traffic between the Parties; and

<sup>1</sup> *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).

<sup>2</sup> *Id.* at 994.

<sup>3</sup> *Id.* at 999.

WHEREAS, LEC, is currently a Rural Carrier and 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.

WHEREAS, if the change in law set forth in the FCC Order is reversed or remanded as a result of any decision, order or determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, the Parties intend to comply with all requirements of the applicable decision, order or determination.

#### AGREEMENT

1. This Amendment shall be effective July 1, 2012.
2. This Amendment shall remain effective as long as the Agreement remains effective between the Parties. Notwithstanding the foregoing, if as a result of any effective and unstayed decision, order or determination of any judicial or regulatory authority with competent jurisdiction over the subject matter hereof, the provisions in the FCC Order, regarding the default bill-and-keep arrangements for intra-MTA traffic within the scope of 47 C.F.R. § 51.701(b)(2) are revised, reconsidered, modified or changed after July 1, 2012, then the Parties agree to negotiate and amend the Agreement in writing, upon the written request of one Party, to comply with such decision, order or determination. Any such amendment shall be effective as of the effective date of the effective and unstayed decision, order or determination requiring amendment, unless such decision, order or determination requiring amendment provides otherwise.
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.
4. From July 1, 2012 forward and only so long as LEC is and remains a Rural Carrier, LEC is only responsible for the transport of non-access traffic between the LEC and Verizon Wireless to Verizon Wireless's Interconnection point, if it is within the LEC's service territory. If Verizon Wireless's Interconnection point is outside LEC's service territory, LEC's transport and provisioning obligations stop at its meet point.
5. Except as expressly set forth herein, the terms and conditions of the Agreement shall remain in full force and effect without change. This Amendment shall be deemed to revise the terms and conditions of the Agreement to the extent necessary to give effect to the terms and conditions of this Amendment. 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 5.

6. No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.
7. 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.
8. 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.

The Parties, intending to be legally bound, have executed this Amendment as of the dates set forth below.

Bentleyville Communications Corporation d/b/a Bentleyville Telephone Company

By: M. Michael T. Skrivan

Printed Name: Michael T. Skrivan

Title: Vice President Regulatory

Date: 10/28/2013

Allentown SMSA Limited Partnership d/b/a Verizon Wireless  
By Bell Atlantic Mobile Systems of Allentown, Inc., Its General Partner

Cellco Partnership d/b/a Verizon Wireless

Northeast Pennsylvania SMSA Limited Partnership d/b/a Verizon Wireless  
By Cellco Partnership, Its General Partner

Pennsylvania RSA 1 Limited Partnership d/b/a Verizon Wireless  
By Cellco Partnership, Its General Partner

Pennsylvania 3 Sector 2 Limited Partnership d/b/a Verizon Wireless  
By NYNEX Mobile of New York, L.P., Its General Partner  
By Upstate Cellular Network, Its General Partner  
By Cellco Partnership, Its General Partner

Pennsylvania 4 Sector 2 Limited Partnership d/b/a Verizon Wireless  
By NYNEX Mobile of New York, L.P., Its General Partner  
By Upstate Cellular Network, Its General Partner  
By Cellco Partnership, Its General Partner

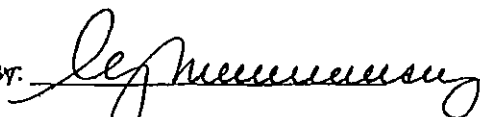
Pennsylvania RSA No. 6 (I) Limited Partnership d/b/a Verizon Wireless  
By Cellco Partnership, Its General Partner

Pennsylvania RSA No. 6 (II) Limited Partnership d/b/a Verizon Wireless  
By Cellco Partnership, Its General Partner

Pittsburgh SMSA Limited Partnership d/b/a Verizon Wireless  
By Cellco Partnership, Its General Partner

Rural Cellular Corporation d/b/a Verizon Wireless

Verizon Wireless Telecom Inc. d/b/a Verizon Wireless

By: 

Printed Name: Lynn Ramsey

Title: Area Vice President, Network

Date: 10/22/13