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May 9, 2012

Executive Director
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243

12-00043

Re: Petition for Approval of Amendment to the Interconnection Agreement between New Cingular Wireless PCS, LLC d/b/a AT&T Mobility. And Bledsoe Telephone Cooperative Corporation, Inc.

Transmitted herewith is a "Petition for Approval of Amendment to the Interconnection Agreement between New Cingular Wireless PCS, LLC d/b/a AT&T Mobility and Bledsoe Telephone Cooperative Corporation, Inc." ("Petition") by the Tennessee Regulatory Authority. An original plus 13 copies of the Petition are enclosed. Also enclosed is an additional copy of the Petition which I would appreciate your office staff stamping as "filed" and returning to me in the enclosed return envelope.

A check in the amount of \$50.00 made payable to the Tennessee Regulatory Authority is enclosed as payment of the filing fee.

Please feel free to contact me if there are any questions in regards to this filing.

Sincerely,

A handwritten signature in black ink, reading "Gregory L. Anderson".

Gregory L. Anderson
General Manager

Bledsoe Telephone Cooperative
P.O. Box 609
338 Cumberland Avenue
Pikeville, TN 37367

Voice: 423.447.2121 • FAX: 423.447.2498

E-Mail: glanderson@bledsoe.net • Web Site: www.bledsoe.net

Before the
TENNESSEE REGULATORY AUTHORITY
Nashville, TN

In Re:

Petition for Approval of Amendment to the)
Interconnection Agreement between New)
Cingular Wireless PCS, LLC d/b/a AT&T)
Mobility and Bledsoe Telephone Cooperative)
Corporation, Inc.)

Docket No. _____

PETITION FOR APPROVAL OF AMENDMENT TO INTERCONNECTION AGREEMENT

Bledsoe Telephone Cooperative Corporation, Inc. ("Bledsoe") respectfully petitions the Tennessee Regulatory Authority ("Authority") for approval of an "Amendment the Interconnection Agreement" (the "Amended Agreement"), negotiated between Bledsoe and New Cingular Wireless PCS, LLC d/b/a AT&T Mobility ("Mobility") under Sections 251 and 252 of the Telecommunication Act of 1996 (the "Act").¹ In support of its petition, Bledsoe states the following:

1. Bledsoe and MOBILITY (jointly "the Parties") previously entered into an Interconnection Agreement dated January 1, 2010 and approved by the TRA in Docket No. 10-00036. The Federal Communication Commission ("FCC"), 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 IntraMTA traffic, and this is to be considered a change of law. The Interconnection Agreement dated January 10, 2010 contains a "change of law" provision. The Parties have successfully negotiated this Amendment to the Interconnection Agreement which sets forth the terms and conditions under which the companies agree in order to fully comply with the changes of law mandated by the FCC Order dated November 18, 2011. A copy of the "Amended Agreement" is attached to this petition and incorporated in this document by reference.

¹ 47 USC Sections 251 and 252

2. In accordance with Section 252(e) of the Act, Bledsoe submits the "Amended Agreement" to the Authority for its review and approval. The terms of the "Amended Agreement" are to become effective on July 1, 2012.

3. Section 252(e) of the Act provides that the Authority may either approve or reject the Agreement within ninety days of its submission for approval. The Act further provides that the Authority may only reject a negotiated agreement if it finds the agreement or any portion of it discriminates against a telecommunications carrier that is not a party to the agreement, or that the implementation of the agreement or any portion of the agreement is inconsistent with the public interest, convenience and necessity.

4. Bledsoe believes that the Agreement meets the standards for approval by the Authority.

5. As required by Section 252(i) of the Act and Section 51.809 of the Federal Communications Commission's rules,² Bledsoe will make the terms and conditions of the Agreement available to any requesting telecommunications carrier.

In view of the foregoing, Bledsoe requests that the Authority approve the Agreement negotiated by the Parties.

Respectfully submitted,

**BLEDSON TELEPHONE
COOPERATIVE CORPORATION, INC**

By: 
Gregory L. Anderson, General Manager

PO Box 609, 338 Cumberland Avenue
Pikeville, Tennessee 37367-0609
423-447-2121
March 1, 2010

² 47 CFR Section 51.809

Amendment to the interconnection Agreement between New Cingular Wireless PCS, LLC, and its Commercial Mobile Radio Service operating affiliates, d/b/a AT&T Mobility, and Bledsoe Telephone Cooperative Corporation, Inc.

This is an Amendment ("Amendment") to the Interconnection Agreement between New Cingular Wireless PCS, LLC, a Delaware limited liability company, and its Commercial Mobile Radio Service ("CMRS") operating affiliates, d/b/a AT&T Mobility (hereafter "AT&T Mobility"), and Bledsoe Telephone Cooperative Corporation, Inc. ("Bledsoe") jointly, the "Parties".

RECITALS

WHEREAS, the Parties, or their predecessors in interest, previously entered into an interconnection Agreement (the "Agreement") pursuant 47 U.S.C. 251/252; and

WHEREAS, The Federal Communications Commission ("FCC"), in an order released November 18, 2011 (the "November 18 Order", 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, Bledsoe Telephone Cooperative Corporation, Inc. is a rural, rate-of-return regulated LEC as defined in the above FCC order; and

WHEREAS, the FCC, in a clarification 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, the above FCC Order dated December 23, 2011 also limited the rural, rate-of-return regulated carriers' responsibility for the costs of transport involving non-access traffic exchanged with CMRS providers; and

WHEREAS, AT&T Mobility requests to apply a bill-and-keep arrangement to all Intra-MTA 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 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, such bill-and-keep arrangement to become effective July 1, 2012;

AGREEMENT

NOW THEREFORE, in consideration of the premises and 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

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 traffic; provided, however, that
2. LEC's obligation for transport of intraMTA traffic shall stop at the CMRS provider's chosen interconnection point, when that point is located within the LEC's service area. When the CMRS provider's chosen interconnection point is located outside the LEC's service area, the LEC's transport obligation for intraMTA traffic stops at its meet point, and the CMRS provider is responsible for the remaining transport of intraMTA traffic to its interconnection point.
3. For all AT&T Mobility transport obligations arising pursuant to paragraph 2 AT&T Mobility shall have the right to implement the least cost routing solution, and LEC shall work cooperatively with AT&T Mobility to implement the least cost routing solution.
4. If the LEC's originated intraMTA traffic, being routed through a third-party transit provider, cannot be distinguished from the LEC's originated interMTA traffic, and any other non-intraMTA traffic originated by the LEC, being routed through a third-party transit provider, LEC shall cooperate with the third-party transit provider and AT&T Mobility to develop a mutually agreeable traffic study that identifies the percentage of LEC-originated, intraMTA traffic being routed to AT&T Mobility through the third-party transit provider, compared to the total, LEC-originated traffic being routed through that transit provider. LEC and AT&T Mobility will use all reasonable efforts to complete and implement the traffic study no later than six months after a request for the study by AT&T Mobility. Upon request, such study shall be updated by the Parties, but no more than once per year unless agreed by the Parties.
5. Direct interconnection trunks shall be two-way trunks.
6. Two-way direct interconnection trunks shall meet at a point of interconnection on LEC's service territory boundary. Each Party shall be responsible for all trunk costs on its side of the point of interconnection.
7. LEC 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, LEC will, upon AT&T Mobility's request, commence negotiations on a further amendment to the Interconnection Agreement within thirty (30) days of such request.
8. This amendment shall be effective July 1, 2012.
9. This amendment shall remain effective as long as the Agreement remains effective between the Parties.
10. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented without the written consent thereto by both Parties' authorized representatives.

11. 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.

**New Cingular Wireless, PCS, LLC,
And its Commercial Mobile Radio
Service operating affiliates, d/b/a
AT&T Mobility**

By: Sheila Baarson
(Name)

Title: Lead Carrier Relations Manager

Date: 4/13/12

**Bledsoe Telephone Cooperative
Corporation, Inc.**

By: Gregory S. Anderson
(Name)

Title: General Manager

Date: May 7, 2012