

Before the  
**TENNESSEE REGULATORY AUTHORITY**  
Nashville, TN

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In Re:

Petition for Approval of 2012 Inter-carrier)  
Compensation Amendment to the Traffic)  
Exchange Agreement between T-Mobile)  
Central LLC d/b/a T-Mobile and Bledsoe)  
Telephone Cooperative Corporation, Inc.)

Docket No. 12-00073

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PETITION FOR APPROVAL OF AMENDMENT TO INTERCONNECTION AGREEMENT

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Bledsoe Telephone Cooperative Corporation, Inc. ("Bledsoe") respectfully petitions the Tennessee Regulatory Authority ("Authority") for approval of the "2012 Inter-carrier Compensation Amendment to the Traffic Exchange Agreement" (the "Amended Agreement"), negotiated between Bledsoe and T-Mobile Central LLC d/b/a T-Mobile ("T-Mobile") under Sections 251 and 252 of the Telecommunication Act of 1996 (the "Act").<sup>1</sup> In support of its petition, Bledsoe states the following:

1. Bledsoe and T-Mobile (jointly "the Parties") previously entered into a Traffic Exchange Agreement dated January 1, 2010. 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.

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<sup>1</sup> 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,<sup>2</sup> 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: Robbin Rothwell, Controller  
Robbin Rothwell, Controller

PO Box 609, 338 Cumberland Avenue  
Pikeville, Tennessee 37367-0609  
423-447-2121  
July 10, 2012

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<sup>2</sup> 47 CFR Section 51.809

## 2012 INTERCARRIER COMPENSATION AMENDMENT

To the Traffic Exchange Agreement Between

Bledsoe Telephone Cooperative Corporation Inc., and

T-Mobile Central LLC D/B/A T-Mobile

This 2012 Intercarrier Compensation Amendment to the Traffic Exchange Agreement by and among Bledsoe Telephone Cooperative Corporation, Inc. ("ILEC") and T-Mobile Central LLC, including its affiliates ("T-Mobile") (collectively "the Parties") is effective July 1, 2012 (the "Effective Date").

WHEREAS, T-Mobile and ILEC are parties to a Traffic Exchange Agreement for the state of Tennessee which became effective January 1, 2010 ("the Agreement");

WHEREAS, the Federal Communications Commission ("FCC") adopted its *USF/ICC Transformation Order*, FCC 11-161 (Nov. 18, 2011), on *recon.*, FCC 11-189 (Dec. 23, 2011), which among other things substantially changes the rules governing the exchange of telecommunications traffic between CMRS providers and local exchange carriers, including T-Mobile and ILEC, and Parties desire to conform their interconnection and traffic exchange arrangements to the new rules therein established;

NOW THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Parties intend their Agreement refer to and use the newly defined terms that the FCC has used in its new rules, including "Non-Access Telecommunications Traffic" and "Access Telecommunications Traffic." The Parties therefore amend their Agreement by replacing all references in the Agreement to "local" and "intraMTA" traffic with the term "Non-Access Telecommunications Traffic." The Parties also amend their Agreement by replacing all references in the Agreement to "toll" or "interMTA" traffic with the term, "Access Telecommunications Traffic."
2. Effective July 1, 2012, notwithstanding any other provision of the existing or amended Agreement to the contrary, the Parties shall exchange all Non-Access Telecommunications Traffic at bill-and-keep (that is, at a zero intercarrier compensation rate for traffic in either direction between the parties), pursuant to 47 C.F.R. §20.11(b) and §51.713.
3. ILEC's obligation for transport of non-access telecommunications traffic shall stop at the CMRS provider's chosen interconnection point, when that point is located within the ILEC's service area.

When the CMRS provider's chosen interconnection point is located outside the ILEC's service area, the ILEC's transport obligation for non-access telecommunications traffic stops at its meet point, and the CMRS provider is responsible for the remaining transport of non-access telecommunications traffic to its interconnection point. This section incorporates the requirements of 47 C.F.R., §51.709(c); should this rule be amended, or its application to the Parties' transport obligations be changed, the Parties will amend this agreement accordingly.

4. For all T-Mobile transport obligations arising pursuant to paragraph 3, T-Mobile shall have the right to implement the least cost routing solution, and ILEC shall work cooperatively with T-Mobile to implement the least cost routing solution.
5. If the ILEC's originated non-access telecommunications traffic directed to T-Mobile routed through a third-party transit provider cannot be distinguished from the ILEC's other traffic originated by the ILEC and routed through that transit provider, ILEC shall cooperate with the third-party transit provider and T-Mobile to develop a mutually agreeable traffic study that identifies the percentage of ILEC-originated non-access telecommunications traffic being routed to T-Mobile through the third-party transit provider, compared to the total ILEC-originated traffic being routed through that transit provider. ILEC and T-Mobile will use all reasonable efforts to complete and implement the traffic study no later than six months after a request for the study by T-Mobile. Upon request, such study shall be updated by the Parties, but no more than once per year unless agreed by the Parties.
6. All issues related to a transit provider's transit charges to ILEC shall be resolved between ILEC and that transit provider. All issues related to a transit provider's transit charges to T-Mobile shall be resolved between T-Mobile and that transit provider.
7. Effective July 1, 2012, notwithstanding any other provision of the existing or amended Agreement to the contrary, the term of the Agreement is set at thirty (30) days, and the Agreement is hereby amended to be a month-to-month Agreement. Either Party may terminate the Agreement, or request renegotiation of it, upon thirty (30) days' notice to the other Party.
8. This 2012 Intercarrier Compensation Amendment is intended to, and shall be deemed to, revise the rates, charges and other provisions of the Agreement to the extent necessary to give full effect to all provisions of this 2012 Intercarrier Compensation Amendment. Any intercarrier compensation paid by either party for the termination of Non-Access Telecommunications Traffic after June 30, 2012 will be subject to a true up based upon the final negotiated compensation arrangements of this 2012 Intercarrier Compensation Amendment. In the event of a conflict between a rate, charge or other

provision of the Agreement or other charge, the terms of this 2012 Inter-carrier Compensation Amendment and the FCC rules and orders implementing FCC 11-161 and 11-189 shall govern.

IN WITNESS WHEREOF, the Parties hereto have caused this 2012 Inter-carrier Compensation Amendment to be duly executed and delivered by their duly authorized representatives.

**BLEDSON TELEPHONE COOPERATIVE CORPORATION, INC.**

By: Gregory L. Anderson

Printed Name: Gregory L. Anderson

Title: General Manager

Date: May 9, 2012

**T-MOBILE CENTRAL LLC**

By: [Signature]

Printed Name: Bryan Fleming

Title: Vice President

Date: 5/31/12

T-Mobile Legal Approval By:

[Signature]

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