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July 27, 2012

VIA ELECTRONIC FILING

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

RE: Joint Petition of
Verizon Pennsylvania Inc. (f/k/a Bell Atlantic – Pennsylvania, Inc.)
and T-Mobile Northeast LLC (f/k/a Aerial Communications, Inc.)
for Approval of an Interconnection Agreement
[Reference Docket No. A-310663]
Dkt. No.

Dear Secretary Chiavetta:

Enclosed please find Amendment No. 2 to the Interconnection Agreement between Verizon Pennsylvania Inc. (f/k/a Bell Atlantic – Pennsylvania, Inc.) and T-Mobile Northeast LLC (f/k/a Aerial Communications, Inc.) (“T-Mobile”), which Agreement was approved by the Commission after having been filed on on May 22, 1998 at Docket No. A-310663. This Amendment should be attached to and made part of the May 22, 1998 filed Agreement. The Amendment is deemed to be effective as of June 15, 2012 and was signed by the second of the two parties’ signers on July 5, 2012. Thus, this filing is being made within 30 days of the day that the Amendment was signed, as required by ordering Paragraph 5 of the Commission’s May 3, 2004 Final Order in Docket No. M-00960799.

In preparing Amendment No. 2 for filing, we could not find evidence that Amendment No. 1 to the parties’ Agreement had been filed with the Commission. While it is possible that Amendment No. 1 was filed, to ensure that all documents pertinent to this Agreement are on file with the Commission we are including with Amendment No. 2 a copy of the parties’ earlier Amendment No. 1.

As evidenced by the cc: below, notice of this filing is being provided to T-Mobile.

Very truly yours,


Suzan D. Paiva

SDP/slb
Enclosure

cc: Jill Mounsey, T-Mobile
Attached Certificate of Service

SERVICE LIST

Irwin A. Popowsky
Office of Consumer Advocate
555 Walnut Street, 5th Floor
Harrisburg, PA 17101-1921

William Lloyd
Office of Small Business Advocate
Commerce Building, Suite 1102
300 North Second Street
Harrisburg, PA 17101

Johnnie E. Simms
Bureau of Investigation & Enforcement
PA Public Utility Commission
Commonwealth Keystone Bldg
400 North Street
Harrisburg, PA 17105-3265

Office of Special Assistants
PA Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

Bureau of Consumer Services
PA Public Utility Commission
P. O. Box 3265
Harrisburg, PA 17105-3265

Office of the Attorney General
Bureau of Consumer Protection
Strawberry Square, 14th Floor
Harrisburg, PA 17120

AMENDMENT NO. 2

AMENDMENT NO. 2
TO THE
INTERCONNECTION AGREEMENT
BETWEEN
VERIZON PENNSYLVANIA INC., F/K/A BELL ATLANTIC - PENNSYLVANIA, INC.
AND
T-MOBILE NORTHEAST LLC

This Amendment No. 2 (this "Amendment") shall be deemed effective on June 15, 2012 (the "Amendment Effective Date"), by and between Verizon Pennsylvania Inc., f/k/a Bell Atlantic - Pennsylvania, Inc. ("Verizon"), a Pennsylvania corporation with offices at 1717 Arch Street, Philadelphia, PA 19103, and T-Mobile Northeast LLC ("T-Mobile"), a Delaware limited liability company with offices at 12920 SE 38th Street, Bellevue, WA 98006 (Verizon and T-Mobile may be hereinafter referred to individually, as a "Party" and collectively as the "Parties"). This Amendment only covers the services addressed herein that Verizon provides in its operating territory in the Commonwealth of Pennsylvania (the "State").

WITNESSETH:

WHEREAS, Verizon and T-Mobile are Parties to an interconnection agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") dated March 5, 1998 (the "Agreement"); 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"), the Federal Communications Commission provided rules for (among other things) intercarrier compensation for traffic exchanged between Commercial Mobile Radio Service ("CMRS") providers and Local Exchange Carriers; and

WHEREAS, in the Order, as modified by the Order on Reconsideration (and subject to the implementation timetable therein), the Commission adopted bill-and-keep as the default compensation for non-access traffic between local exchange carriers and CMRS providers (hereinafter referred to as "IntraMTA Default Compensation"); and

WHEREAS, T-Mobile has requested that the Parties amend the Agreement to address the matters set forth herein;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendment to Agreement. 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, a Tariff or a Verizon Statement of Generally Available Terms and Conditions ("SGAT").

- 1.1 Reciprocal Compensation Rate.

- 1.1.1 For traffic exchanged on and after the Rate Effectiveness Date (as defined below), the Reciprocal Compensation Rate that shall apply pursuant to Section 251(b)(5) of the Act and Section 5.6 of the Agreement for the transport and termination of Local Traffic that has been delivered to the terminating Party-IP, shall be the Reciprocal Compensation Rate set out in Exhibit A to this Amendment.
 - 1.1.2 [Intentionally Left Blank].
 - 1.1.3 The Reciprocal Compensation Rate provided for in Section 1.1.1 above shall replace and apply in lieu of the Reciprocal Compensation Rate for the transport and termination of Local Traffic set out in the Agreement (including, but not limited to, the Reciprocal Compensation Rate set out in Exhibit A of the Agreement, section A. 9 a., "Reciprocal Call Termination", section B. 1. a., "Reciprocal Call Termination" and Note 6).
 - 1.1.4 The Reciprocal Compensation Rate provided for in Section 1.1.1 above shall apply to the Parties in an equal and symmetrical manner.
 - 1.1.5 The Reciprocal Compensation Rate (including, but not limited to, per minute of use rates) billed by T-Mobile to Verizon shall not exceed the Reciprocal Compensation Rate (including, but not limited to, per minute of use rates) billed by Verizon to T-Mobile.
 - 1.1.6 The "Rate Effectiveness Date" shall be the later of: (a) the Amendment Effective Date, (b) July 1, 2012, or (c) such later date that the FCC or a court of competent jurisdiction subsequently establishes as the date on which IntraMTA Default Compensation becomes effective (the "Subsequent Rate Effectiveness Date"). In the event that the FCC or a court of competent jurisdiction issues a Subsequent Rate Effectiveness Date after the Parties implement the Rate Effectiveness Date, then the Subsequent Rate Effectiveness Date shall become the new Rate Effectiveness Date, and any amounts paid or payable by the Parties shall be adjusted retroactively.
 - 1.1.7 The rates set forth in this Amendment shall apply until such time as they are replaced prospectively by such new rates as may be approved or allowed into effect from time to time by the Commission pursuant to FCC orders and FCC regulations, or by the FCC, subject to a stay or other order issued by a court of competent jurisdiction.
- 1.2 Reciprocal Compensation shall not apply to traffic that is not subject to Reciprocal Compensation under Section 251(b)(5) of the Act.

2. Miscellaneous Provisions.

- 2.1 Conflict Between this Amendment and the Agreement. 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 2.1.
- 2.2 Capitalization. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Amended Agreement.

- 2.3 Counterparts. 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.
- 2.4 Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or condition of this Amendment.
- 2.5 Scope of Amendment. 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. 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.
- 2.6 Joint Work Product. 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 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.
- 2.7 Amendments. No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.
- 2.8 Waivers. 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.
- 2.9 Definitions. Notwithstanding any other provision in the Agreement, this Amendment or any Verizon Tariff or SGAT, the term "Tariff," as used in this Amendment, shall mean: (a) Any applicable Federal or state tariff of a Party, as amended from time to time; or (b) any standard agreement or other document, as amended from time to time, that sets forth the generally available terms, conditions and prices under which a Party offers a Service. The term "Tariff" does not include any Verizon Statement of Generally Available Terms (SGAT) which has been approved or is pending approval by the Commission pursuant to Section 252(f) of the Act.
- 2.10 Further Assurance. T-Mobile represents and warrants that as of the Amendment Effective Date, and covenants that so long as this Amendment and the Agreement remain in effect, neither T-Mobile, nor any CMRS provider controlled by or under common control with T-Mobile, shall exchange with Verizon, or any incumbent local exchange carrier controlled by or under common control with Verizon, Local Traffic for the Commonwealth of Pennsylvania at any rates other than the rates for such traffic as specified in this Amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

T-MOBILE NORTHEAST LLC

By: 

Printed: Bryan Fleming

Title: Vice President

Date: 6/22/12

VERIZON PENNSYLVANIA INC.

By: 

Printed: Jennifer Ross

Title: Director-Interconnection

Date: 7/5/2012


T-Mobile Legal Approval By:  2012.06.22
15:02:04
-05'00'

EXHIBIT A

A. SERVICES, FACILITIES, AND ARRANGEMENTS:

Service or Element Description:

Recurring Charges:

Non-Recurring Charge:

I. Reciprocal Compensation Traffic Termination

Local Traffic

For traffic exchanged on and after the Rate Effectiveness Date: \$0.00 per minute of use. (Bill-and-Keep.)

Not Applicable

ATTACHED COPY OF AMENDMENT NO. 1, PER LETTER

AMENDMENT NO. 1

To the

INTERCONNECTION AGREEMENT

Between

VERIZON PENNSYLVANIA INC.,
F/K/A BELL ATLANTIC – PENNSYLVANIA, INC.

and

AERIAL COMMUNICATIONS, INC.

This Amendment No. 1 (the “Amendment”) to the Interconnection Agreement between Verizon Pennsylvania Inc., f/k/a Bell Atlantic – Pennsylvania, Inc. (“Verizon”), and Aerial Communications, Inc. (“Aerial”), is effective June 14, 2001 (the “Effective Date”).

WHEREAS, Aerial is party to an Interconnection Agreement with Verizon which was effective on March 5, 1998 (the “Agreement”);

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’ rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of Local Traffic subject to Section 251(b)(5) of the Communications Act of 1934, as amended, shall be governed by the optional reciprocal compensation plan put forth in the Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP Bound Traffic*, FCC 01-131, CC Docket Nos. 96-98 and 99-68 (“*ISP Traffic Order*”). The Parties hereby adopt such optional reciprocal compensation plan under which the rates for all Local Traffic exchanged between the Parties shall mirror the rates for Internet traffic, pursuant to paragraphs 89-94 of the *ISP Traffic Order*. The *ISP Traffic Order* and any other applicable FCC orders or regulations shall also govern the Parties’ rights and obligations with respect to intercarrier compensation for Internet traffic exchanged between the Parties, if applicable.

2. Exhibit A of the Agreement is amended by deleting section A. 9 a., "Reciprocal Call Termination", section B. 1. a., "Reciprocal Call Termination" and Note 6. Section A. 9 a. of Exhibit A of the Agreement is replaced in its entirety with the following:

	<u>Recurring Charges:</u>	<u>Non-Recurring Charge:</u>
9a. Reciprocal Call Termination Local Traffic Delivered at Verizon Interconnection Point	June 14, 2001 through December 13, 2001 -- \$0.0015 per minute of use December 14, 2001 through June 13, 2003 -- \$0.0010 per minute of use June 14, 2003 and thereafter -- \$0.0007 per minute of use	Not Applicable

Section B. 1. a. of Exhibit A of the Agreement is replaced in its entirety with the following:

1a. Reciprocal Call Termination	<u>Recurring Charges:</u>	<u>Non-Recurring Charge:</u>
Local Traffic Delivered at Aerial Interconnection Point	June 14, 2001 through December 13, 2001 -- \$0.0015 per minute of use December 14, 2001 through June 13, 2003 -- \$0.0010 per minute of use June 14, 2003 and thereafter -- \$0.0007 per minute of use	Not Applicable

The above stated rates for Section 251(b)(5) traffic are symmetrical such that each Party will receive the same rate for termination of such traffic originating on the network of the other Party. The rates provided above shall apply until such time as they are replaced prospectively by new rates as may be approved or allowed into effect from time to time by the Commission pursuant to FCC orders and the FCC Regulations, or by the FCC, subject to a stay or other order issued by any court of competent jurisdiction. The charges for Local Traffic Termination set out in Section B. 1. a. are intended to be the same as the charges that Verizon bills to Aerial for Local Traffic Termination set out in Section A. 9. a.. In the event of any change in the charges for Local Traffic Termination set out in Section A. 9. a., the charges for Local Traffic Termination set out in Section B. 1. a. shall automatically change to be the same as the charges for Local Traffic Termination set out in Section A. 9. a.

3. Termination. If the *ISP Traffic Order* is stayed, vacated or modified, in whole or in part, by the FCC or another governmental entity of competent jurisdiction, each Party shall have the right to terminate this Amendment by written notice to the other Party. The termination shall be effective upon receipt of the notice of termination by the other Party. In the event of such termination of this Amendment, the language of the Agreement, on a prospective basis, effective with the effective date of the termination, shall revert to the language of the Agreement (including any other amendments to the Agreement entered into by the Parties on, before or after the Amendment Effective Date) as it would have existed if this Amendment had not been entered into by the Parties. The


provisions of this Section 3 shall be in addition to and not in limitation of any other provisions of the Agreement that might apply if the *ISP Traffic Order* is stayed, vacated or modified.

4. Scope of Agreement. Except to the extent set forth in Sections 1-3 of this Amendment, the rates, charges and other provisions of the Agreement shall remain in full force and effect.

5. Conflict Between this Amendment and the Agreement. This Amendment shall be deemed to revise the rates, charges and other provisions of the Agreement to the extent necessary to give effect to the rates, charges and other provisions of this Amendment. In the event of a conflict between a rate, charge or other provision of this Amendment and a rate, charge or other provision of the Agreement, this Amendment shall govern.

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

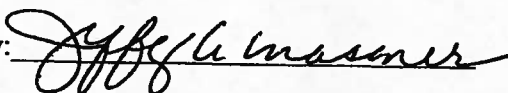
AERIAL COMMUNICATIONS, INC.

By:  _____

Printed: David A. Miller
Senior Vice President and General Counsel

Title: _____

VERIZON PENNSYLVANIA INC.

By:  _____

Printed: Jeffrey A. Masoner

Title: Vice President – Interconnection Services Policy & Planning