

THOMAS, LONG,
NIESEN & KENNARD

Attorneys and Counsellors at Law

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August 16, 2012

Via Electronic Mail

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street - Filing Room
Room 2 North
Harrisburg, PA 17120

Re: Joint Petition for Approval of a Commercial Mobile Radio Services
Interconnection Agreement Between Lackawaxen Telephone Company and
Sprint Nextel Under § 252(e) of the Telecommunications Act of 1996;
Application Docket No. A-2010-2166901

Dear Secretary Chiavetta:

Enclosed please find for filing please find the Joint Petition for Approval of a
Commercial Mobile Radio Services Interconnection Agreement Between Lackawaxen
Telephone Company and Sprint Nextel.

If you have any questions or comments, please contact the undersigned.

Sincerely,

THOMAS, LONG, NIESEN & KENNARD

By:


Norman J. Kennard

NJK:tit

Enclosure

cc: Kevin C. Arburn
Mark Zarambo

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Joint Petition for Approval of a Commercial :
Mobile Radio Services Interconnection : Application Docket No. A-2010-2166901
Agreement Between Lackawaxen Telephone :
Company and Sprint Nextel Under §252(e) :
of the Telecommunications Act of 1996 :

JOINT PETITION

NOW COMES, Lackawaxen Telephone Company (“Telephone Company”) and respectfully seeks Pennsylvania Public Utility Commission (“Commission”) approval of the attached Interconnection Agreement Amendment between Telephone Company and Sprint Spectrum L.P., Nextel West Corp., NPCR, Inc. d/b/a Nextel Partners (“Sprint”) (“Agreement Amendment”) under the Telecommunications Act of 1996 (“TCA-96”) as interpreted by the Federal Communications Commission (“FCC”) in its Order in Developing a Unified Intercarrier Compensation Regime, T-Mobile et al., Petition for Declaratory Ruling Regarding Incumbent LEC Wireless Termination Tariffs, CC Docket No. 01-92, Declaratory Ruling and Report and Order, released February 24, 2005 (“T-Mobile decision”), and pursuant to this Commission's Order entered June 3, 1996, In Re: Implementation of the Telecommunications Act of 1996, Docket No. M-00960799. The Agreement Amendment was necessitated by the Federal Communications Commission (“FCC”) order released November 18, 2011, and amended by the FCC’s order on December 23, 2011 (collectively the “USF/ICC Reform Order”) which provided, pursuant to 47 C.F.R. § 51.705(a) that bill-and-keep shall be the default reciprocal compensation for transport and termination arrangement between Sprint and Telephone Company for the

exchange of Non-Access Telecommunications Traffic within the scope of 47 C.F.R. § 51.701(b)(2) and that certain limitations apply to the transport and provisioning responsibilities of the Parties with respect to the exchange of Non-Access Telecommunications Traffic within the scope of 47 C.F.R. § 51.701(b)(2) in the USF/ICC Reform Order at 47 C.F.R. § 51.709(c). Telephone Company therefore respectfully requests that the Commission approve the said Agreement Amendment. In support of this request, Telephone Company represents as follows:

I. THE PARTIES

1. Telephone Company is an incumbent local exchange carrier authorized to provide local exchange telecommunications services in Pennsylvania.
2. Sprint is a telecommunications carrier authorized to provide CMRS service in Pennsylvania pursuant to authority granted by the Federal Communications Commission.

II. THE AGREEMENT

3. Telephone Company and Sprint have entered into this Agreement Amendment pursuant to Section 252 of TCA-96, 47 U.S.C. §252, and the FCC's USF/ICC Reform Order.

III. COMPLIANCE WITH TCA-96

4. The Agreement Amendment satisfies the requirements for Commission approval pursuant to Section 252(e)(2)(A) of TCA-96, 47 U.S.C. §252(e)(2)(A).
5. The Agreement Amendment does not discriminate against any telecommunications carrier. Other carriers are not bound by the Agreement Amendment and remain free to negotiate independently with Telephone Company pursuant to Section 252 of TCA-96.

6. The Agreement Amendment is consistent with the public interest, convenience and necessity consistent with Section 252(e)(2)(A)(ii), 47 U.S.C. §252(e)(2)(A)(ii).

IV. APPROVAL OF THE AGREEMENT

7. Under Section 252(e)(4) of TCA-96, 47 U.S.C. §252(e)(4), the Commission has ninety (90) days to approve or reject the Agreement Amendment. Telephone Company requests that the Commission approve the Agreement Amendment without revision as quickly as possible, consistent with the public interest.

WHEREFORE, Lackawaxen Telephone Company and Sprint respectfully request that the Commission approve this Petition and the attached Amendment pursuant to the Telecommunications Act of 1996.

Respectfully submitted,

THOMAS, LONG, NIESEN & KENNARD

By: 

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Harrisburg, PA 17101

717-255-7600

*Attorneys for
Lackawaxen Telephone Company*

Dated: August 16, 2012

AMENDMENT TO THE INTERCONNECTION AGREEMENT

BY AND BETWEEN

Lackawaxen Telephone Company
And
Sprint Spectrum L.P., Nextel West Corp.,
NPCR, Inc. d/b/a Nextel Partners

This Amendment (“Amendment”) to the Interconnection Agreement (“Interconnection Agreement”) is entered by and between Sprint Spectrum L.P., Nextel West Corp., and NPCR, Inc. d/b/a Nextel Partners (collectively “Sprint”) and Lackawaxen Telephone Company (“Carrier”). Sprint and Carrier are further referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Carrier and Sprint are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934 (the “Act”) dated March 3, 2010 (hereinafter “2010 ICA” or “Agreement”), which was effective June 3, 2010; and

WHEREAS, the Federal Communications Commission (“FCC”), in an order released November 18, 2011, and as amended by the FCC’s order on December 23, 2011 (collectively the “USF/ICC Reform Order”) has provided, pursuant to 47 C.F.R. § 51.705(a) that bill-and-keep shall be the default reciprocal compensation for transport and termination arrangement between the Parties for the exchange of Non-Access Telecommunications Traffic within the scope of 47 C.F.R. § 51.701(b)(2) exchanged between Sprint and Carrier ; and

WHEREAS, the FCC has addressed certain limitations on the transport and provisioning responsibilities of the Parties with respect to the exchange of Non-Access Telecommunications Traffic within the scope of 47 C.F.R. § 51.701(b)(2) in the USF/ICC Reform Order at 47 C.F.R. § 51.709(c);

WHEREAS, Carrier is a rural, rate-of-return carrier within the meaning of the USF/ICC Reform Order;

WHEREAS, the Parties desire to amend the Agreement to implement bill and keep compensation for Non-Access Telecommunications Traffic within the scope of 47 C.F.R. § 51.701(b)(2) exchanged between Sprint and Carrier; and to apply 47 C.F.R. § 51.709(c) such that Carrier’s transport and provisioning obligations stop at its meet point.

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

AMENDMENT TO THE AGREEMENT

1. Recitals
 - 1.1 The foregoing recitals are incorporated herein by reference.
2. Effective Date
 - 2.1 This Amendment to the Interconnection Agreement shall be effective as of the 1st day of July, 2012 ("Effective Date").
3. Amendment
 - 3.1 Notwithstanding the terms and conditions set forth in the 2010 ICA and pursuant to the USF/ICC Order, from July 1, 2012, forward, all Non-Access Telecommunications Traffic within the scope of 47 C.F.R. § 51.701(b)(2) exchanged between Sprint and Carrier shall be exchanged pursuant to a bill-and-keep arrangement, which means that neither Party shall pay reciprocal compensation. The existing compensation terms and conditions in the Agreement for reciprocal compensation for transport and termination of traffic within the scope of 47 C.F.R. § 51.701(b)(2) shall continue to apply through June 30, 2012.
 - 3.2 From July 1, 2012, forward, LEC's obligation for transport of all traffic not sent to an IXC shall stop at Sprint's interconnection point, when that point is located within the LEC's area, or the meet point between the LEC and its designated tandem provider, if Sprint has an interconnection point which is located outside of the LEC's service area.
 - 3.3 The provisions of the 2010 ICA, as amended, shall apply to the identified affiliated companies listed in Appendix A for the respective Parties.
 - 3.4 This amendment shall be effective July 1, 2012.
 - 3.5 This amendment shall remain effective as long as the Agreement remains effective between the Parties. Notwithstanding the foregoing, if by any decision, order or determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, any portion of the USF/ICC Reform Order is reversed or remanded, then the Parties agree to comply with all requirements of the applicable decision, order or determination. The Parties acknowledge that such an order might vacate the USF/ICC Reform Order or render it void ab initio, and might provide that change of law amendments (like this Amendment) are void. In the event of such an order, the original 2010 ICA and per-minute of use rate contained therein shall be applied in lieu of bill-and-keep. If the Parties have already moved to bill-and-keep, and the order provides for the reinstatement retroactively, then the Parties will apply such rate(s), retroactively back to the

effective date of this amendment or the date of the court ordered stay, vacatur or other modification or clarification, as required by said order.

- 3.6 Sprint and Carrier shall also comply with all the call signaling rules imposed on them in the USF/ICC Reform Order.
- 3.7 Except as set forth in in Section 3.5, 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.
- 3.8 This amendment does not modify provisions of the 2010 ICA regarding interMTA traffic. In addition, neither the 2010 ICA nor this Amendment applies to traffic delivered by Sprint Communications Company L.P. in its capacity as an interexchange carrier, or to traffic delivered by any other interexchange carrier. Except as expressly set forth herein, the terms and conditions of the Agreement shall remain in full force and effect without change.
4. Conflict Between this Amendment and the Agreement. This Amendment shall be deemed to revise the rates and any other provisions of the Agreement only to reflect the FCC USF/ICC Order on the subject matter hereof. In the event of a clear conflict between a rate or other provision of this Amendment and a rate or other provision of the Agreement, this Amendment shall govern.
5. Scope of Amendment. Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement. The date shown in Section 2.1 above are not intended to modify the term of the Agreement or to affect either Party's rights under the Agreement, including, but not limited to, any right of termination a Party may have in accordance with the Agreement.

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

Sprint Spectrum L.P., Nextel West Corp.,
NPCR, Inc. d/b/a Nextel Partners

Lackawaxen Telephone Company

By: 

By: 

Printed: Rick D. Ratliff

Printed: MARK ZARABKO

Title: Director Switched Access Planning

Title: V.P./GENERAL MANAGER

Date: 8/2/12

Date: 8/8/2012

APPENDIX A

See Signatory Parties identified on Page 3 of the Amendment

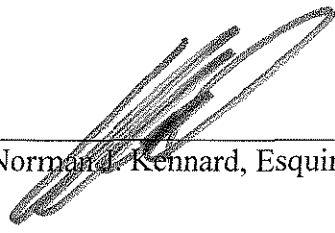
CERTIFICATE OF SERVICE

I hereby certify that I have this 16th day of August, 2012, served a true and correct copy of the foregoing Petition upon the persons listed below by First Class Mail, postage prepaid:

Office of Consumer Advocate
Forum Place, 5th Floor
555 Walnut Street
Harrisburg, PA 17101-1923

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

William Sanfilippo
Sprint Nextel
KSOPHA0310-3B422
6330 Sprint Parkway
Overland Park, KS 66210



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