

THOMAS, LONG,
NIESEN & KENNARD

Attorneys and Counsellors at Law

Norman J. Kennard
Direct Dial: 717-255-7627
nkennard@thomaslonglaw.com

August 21, 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: Application for Approval of the Interconnection Agreement Between Lackawaxen Telecommunications Services, Inc. and Cingular Wireless, LLC (d/b/a AT&T Mobility) Under the Telecommunications Act of 1996; (Original Docket No. A-311395F7029)

Dear Secretary Chiavetta:

Enclosed please find for filing please find the Application for Approval of the Interconnection Agreement Between Lackawaxen Telecommunications Services, Inc. and Cingular Wireless, LLC (d/b/a AT&T Mobility).

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

Sincerely,

THOMAS, LONG, NIESEN & KENNARD

By:


Norman J. Kennard

NJK:tlt

Enclosure

cc: W. Bernard Shell
Mark Zarambo

Before The
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application for Approval of the Interconnection :
Agreement Amendment between :
Lackawaxen Telecommunications Services, : Docket No. A-
Inc. and Cingular Wireless, LLC (d/b/a AT&T :
Mobility) Under the Telecommunications :
Act of 1996 :

APPLICATION

NOW COMES, Lackawaxen Telecommunications Services, Inc. (“Telephone Company”) and respectfully seeks Pennsylvania Public Utility Commission (“Commission”) approval of the attached Interconnection Agreement Amendment between Telephone Company and Cingular Wireless, LLP and its affiliates (d/b/a AT&T Mobility) (“Cingular”) (“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 Cingular 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 a rural rate of return incumbent local exchange carrier providing local exchange telecommunications services in Pennsylvania.
2. Cingular provides wireless services in Telephone Company's local service territory.

II. THE AGREEMENT

3. Telephone Company and Cingular 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 Telecommunications Services, Inc. respectfully requests that the Commission approve this Application and the attached Interconnection Agreement pursuant to the Telecommunications Act of 1996.

Respectfully submitted,

THOMAS, LONG, NIESEN & KENNARD

By: _____

Norman J. Kennard, Esquire, ID No. 29921

nkennard@thomaslonglaw.com

Charles E. Thomas, III, Esquire, ID No. 201014

cet3@thomaslonglaw.com

212 Locust Street, Suite 500

Harrisburg, PA 17101

717-255-7600

Attorneys for

Lackawaxen Telecommunications Services, Inc.

Dated: August 21, 2012

**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 Lackawaxen Telecommunications Services, Inc.**

This is an Amendment (“Amendment”) to the Interconnection Agreement dated August 28, 2006 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 Lackawaxen Telecommunications Services, Inc. (hereafter “LTS”) (“Agreement”). LTS and AT&T Mobility may be referred to individually as a Party and jointly as the “Parties”.

RECITALS

WHEREAS, the Parties, or their predecessors in interest, previously entered into an Interconnection Agreement pursuant to 47 U.S.C. §§ 251/252 dated August 28, 2006 (hereinafter “2006 ICA” or “Agreement”); 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 AT&T Mobility and LTS, and that this is to be considered a change of law; 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, LTS is a rural, rate-of-return carrier within the meaning of the USF/ICC Reform Order;

WHEREAS, AT&T Mobility elects to apply a bill-and-keep arrangement to all Non-Access Telecommunications Traffic within the scope of 47 C.F.R. § 51.701(b)(2) exchanged between AT&T Mobility and LTS, effective July 1, 2012; and

WHEREAS, LTS elects to apply 47 C.F.R. § 51.709(c); and

WHEREAS, pursuant to the USF/ICC Order the Parties agree to amend the Agreement to provide for a bill-and-keep arrangement to become effective on July 1, 2012 for Non-Access Telecommunications Traffic within the scope of 47 C.F.R. § 51.701(b)(2) exchanged between AT&T Mobility and LTS and the application of 47 C.F.R. § 51.709(c) 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. Notwithstanding the terms and conditions set forth in the Agreement 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 AT&T Mobility and LTS 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.
2. LTS will be responsible for transport of LTS's originating traffic within the scope of §51.701(b)(2) to AT&T Mobility's interconnection point when that interconnection point is located within LTS's incumbent service area. When AT&T Mobility does not have an interconnection point within LTS's incumbent service, area, LTS's responsibility for transport of LTS's originating traffic within the scope of § 51.701(b)(2) shall be no more than transport to its meet point at the border of its incumbent service area.
3. For transport obligations that may arise pursuant to paragraph 2, the Parties will work cooperatively to consider and if mutually agreeable, to implement. interconnection arrangements that minimize transport costs to both parties, provided that LTS has no responsibility for any costs related to such alternative arrangements unless LTS specifically agrees to such responsibility.
4. The provisions of the 2006 ICA, as amended, shall apply to the identified affiliated companies listed in Appendix A for the respective Parties.
5. This amendment shall be effective July 1, 2012.
6. This amendment shall remain effective as long as the Agreement remains effective between the Parties. Notwithstanding the foregoing, if as a result of any decision, order or determination of any judicial or regulatory authority with jurisdiction over

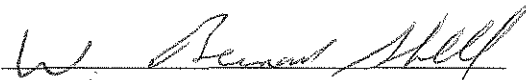
the subject matter hereof, the Federal Communications Commission provisions, in the November 18, 2011 or December 23, 2011 orders, regarding the bill-and-keep arrangements for Non-Access Telecommunications Traffic within the scope of 47 C.F.R. § 51.701(b)(2), are reversed or, remanded, then the Parties agree to comply with all requirements of the applicable decision, order or determination. If the order provides that the original orders are void or vacated ab initio and thus the need for this amendment is void then the original 2006 ICA agreement and per minute of use rate contained therein shall be applied in lieu of bill-and-keep and if the Parties have already moved to bill-and-keep, and the order so 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.

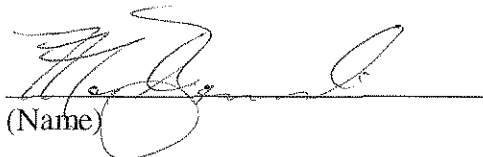
7. AT&T Mobility and LTS shall also comply with all the call signaling rules set forth in the USF/ICC Reform Order.
8. Except as provided in paragraph 6, the provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented without the written consent thereto by both Parties' authorized representatives.
9. 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**

**LACKAWAXEN
TELECOMMUNICATIONS SERVICES,
INC.**

By: 
(Name)

By: 
(Name)

Title: Lead Carrier Relations Manager

Title: VP/GENERAL MANAGER

Date: 7/27/2012

Date: 8/3/2012

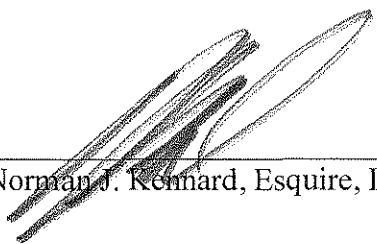
CERTIFICATE OF SERVICE

I hereby certify that I have this 21st 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

Susan Riley, Sr. Contract Manager
Cingular Wireless
Suite 1520
5565 Glenridge Connector
Atlanta, GA 30342



Norman J. Kennard, Esquire, ID No. 29921