

THOMAS, LONG,
NIESEN & KENNARD

Attorneys and Counsellors at Law

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September 5, 2012

Via Electronic Filing

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 a an Amendment to the Interconnection Agreement Between Consolidated Communications of Pennsylvania, LLC f/k/a North Pittsburgh Telephone Company and Sprint Spectrum L.P. d/b/a Sprint PCS Under § 252(e) of the Telecommunications Act of 1996; Application Docket No. A-

Dear Secretary Chiavetta:

Enclosed please find for filing please find the Joint Petition for Approval of an Amendment to the Interconnection Agreement Between Consolidated Communications of Pennsylvania, LLC f/k/a North Pittsburgh Telephone Company and Sprint.

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

Sincerely,

THOMAS, LONG, NIESEN & KENNARD

By:


Norman J. Kennard

NJK:tlt

Enclosure

cc: Joan Ferrance
Per Certificate of Service

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application for Approval of an Amendment :
to the Interconnection Agreement between : Application Docket No. A-
Consolidated Communications of :
Pennsylvania, LLC f/k/a North Pittsburgh :
Telephone Company and Sprint Spectrum :
L.P. d/b/a Sprint PCS Under §252(e) :
of the Telecommunications Act of 1996 :

APPLICATION

NOW COMES, Consolidated Communications of Pennsylvania, LLC f/k/a North Pittsburgh Telephone Company (“Telephone Company”) and respectfully seeks Pennsylvania Public Utility Commission (“Commission”) approval of the attached Interconnection Agreement Amendment (“Agreement Amendment”) between Telephone Company and Sprint Spectrum L.P. d/b/a Sprint PCS (“Sprint”) 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 2 Sprint3, 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, Consolidated Communications of Pennsylvania, LLC f/k/a North Pittsburgh Telephone Company and Sprint Spectrum L.P. d/b/a Sprint PCS respectfully request that the Commission approve this Application and the attached Amendment pursuant to the Telecommunications Act of 1996.

Respectfully submitted,

THOMAS, LONG, NIESEN & KENNARD

By: _____

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717-255-7600

*Attorneys for Consolidated Communications of
Pennsylvania, LLC, f/k/a North Pittsburgh
Telephone Company*

Dated: September 5, 2012

**Amendment to the Interconnection Agreement between Sprint Spectrum L.P. d/b/a
Sprint PCS, and Consolidated Communications of Pennsylvania, LLC f/k/a North
Pittsburgh Telephone Company**

This is an Amendment ("Amendment") to the Interconnection Agreement dated November 3, 1997 between Sprint Spectrum L.P. d/b/a Sprint PCS (hereafter "Sprint") and Consolidated Communications of Pennsylvania, LLC f/k/a North Pittsburgh Telephone Company (hereafter "Consolidated"). Consolidated and Sprint 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 November 3, 1997 (hereinafter "1997 ICA"); and

WHEREAS, the Federal Communications Commission, 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 Consolidated, and that this is to be considered a change of law; and

WHEREAS, the USF/ICC Reform Order provides that the bill-and-keep arrangement set forth in 47 C.F.R. § 51.705(a) shall become effective July 1, 2012;

WHEREAS, the FCC has addressed 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, Consolidated is a rural, rate-of-return carrier within the meaning of the USF/ICC Reform Order;

WHEREAS, Sprint 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 Sprint and Consolidated; and

WHEREAS, Consolidated elects to apply 47 C.F.R. § 51.709(c) such that its transport and provisioning obligations stop at its meet point; 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 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 Sprint and Consolidated.

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

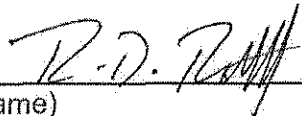
1. Notwithstanding the terms and conditions set forth in the Agreement, from July 1, 2012, forward, all Non-Access Telecommunications Traffic within the scope of 47 C.F.R. § 51.701(b)(2) exchanged between Sprint and Consolidated shall be exchanged pursuant to a bill-and-keep arrangement, which means that neither Party shall charge the other for the transport and termination of the other's traffic. 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. Consolidated will be responsible for transport to Sprint's interconnection point when it is located within Consolidated's incumbent service area. When Sprint's interconnection point is located outside Consolidated's incumbent service area, Consolidated's transport and provisioning obligation stops at its meet point and as between Consolidated and Sprint, Sprint is responsible for the remaining transport to the interconnection point.
3. This amendment shall be effective July 1, 2012.
4. 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 vacates or declares void the portion of the FCC's November 18, 2011 order requiring bill-and-keep, then the parties agree that this amendment shall be void and of no effect prospectively. In addition, the parties will work cooperatively to implement any rulings of the court and the FCC with regard to retroactive effect.

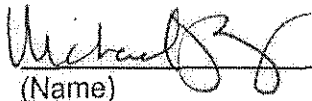
5. Sprint and Consolidated shall also comply with all the call signaling rules set forth in the USF/ICC Reform Order.
6. Except as provided in paragraph 4, the provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented without the written consent thereto by both Parties' authorized representatives.
7. 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.

Sprint Spectrum L.P.

Consolidated Communications of Pennsylvania, LLC

By: 
(Name)
Title: DIR SWITCHED ACCESS
Date: 8/22/12

By: 
(Name)
Title: VP - Regulatory & Public Policy
Date: 8/31/12

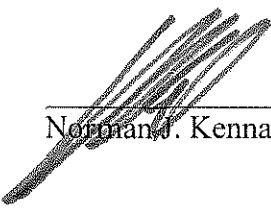
CERTIFICATE OF SERVICE

I hereby certify that I have this 5th day of September, 2012, served a true and correct copy of the foregoing 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

Rick D. Ratliff
Director - Switched Access
6240 Sprint Parkway
Mailstop: KSOPHC0106-1A153
Overland Park, KS 66251



Norman J. Kennard, Esquire, ID No. 29921