



**THOMAS, LONG,  
NIESEN & KENNARD**

*Attorneys and Counsellors at Law*

Norman J. Kennard  
Direct Dial: 717-255-7627  
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March 27, 2013

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 an Amendment to the Interconnection Agreement  
Between Verizon Wireless and Consolidated Communications of Pennsylvania, LLC;  
Docket No. A-

Dear Secretary Chiavetta:

Enclosed please find for filing the Application for Approval of an Amendment to the Interconnection Agreement between Consolidated Communications of Pennsylvania, LLC and Verizon Wireless. Service has been made on all parties pursuant to the attached Certificate of Service.

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 (via electronic mail)

RECEIVED  
2013 MAR 27 PM 1:33  
SECRETARY'S BUREAU

BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

**RECEIVED**  
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**PA PUC**  
**SECRETARY'S BUREAU**

Application of Consolidated Communications :  
of Pennsylvania, LLC and Verizon Wireless :  
for Approval of an Amendment to the : Docket No. A-  
Interconnection Agreement Under Sections :  
251 and 252 of the Telecommunications Act :  
of 1996 :

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**APPLICATION**

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Consolidated Communication of Pennsylvania, LLC (“CCPA”) hereby requests that the Commission review and approve the attached Interconnection Agreement Amendment (“Amendment”) between CCPA and Verizon Wireless pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 47 U.S.C. §§ 251 and 252 (the “Act”). In support of this request, CCPA states as follows:

1. The Agreement was arrived at through good faith negotiations between the Parties as contemplated by Section 252 of the Act and provides for interconnection as addressed in Section 251 of the Act.
2. Pursuant to Section 252(e)(2), the Commission may only reject a negotiated Agreement if it finds that (1) the Agreement discriminates against another carrier or (2) implementation of the Agreement would not be consistent with the public interest, convenience and necessity.
3. CCPA will make the Agreement available to any other similarly situated telecommunications carrier operating within its incumbent service territory. Other carriers are also free to negotiate their own terms and conditions pursuant to the applicable provisions of the Act. For this reason, the Agreement is not discriminatory.

4. In addition, implementation of the Agreement is consistent with the public interest because it will permit interconnection between CCPA and Verizon Wireless, promote competition and enhance CCPA's ability to provide competitive local exchange services.

5. In accordance with Section 252(e)(4) of the Act, the Agreement will be deemed approved if the Commission does not act to approve or reject the Agreement within 90 days from the date of this submission.

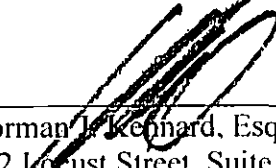
6. Copies of the Agreement are available for inspection in the public offices of CCPA and Verizon Wireless.

WHEREFORE, Consolidated Communications of Pennsylvania, LLC respectfully requests that the Commission approve the attached Agreement under Section 252(e) of the Act.

Respectfully submitted,

THOMAS, LONG, NIESEN & KENNARD

By:

  
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Norman J. Kennard, Esquire, ID No. 29921  
212 Locust Street, Suite 500  
Harrisburg, PA 17108-9500  
[nkennard@thomaslonglaw.com](mailto:nkennard@thomaslonglaw.com)  
(717) 255-7627

*Counsel for Consolidated  
Communications of Pennsylvania, LLC*

Dated: March 27, 2013

**Amendment to the Traffic Exchange Agreement between Verizon Wireless and Consolidated Communications of Pennsylvania, LLC**

This is an Amendment ("Amendment") to the Traffic Exchange Agreement effective November 30, 2008 between the Verizon Wireless entities listed on the signature page of this Amendment (collectively, "Verizon Wireless"), and Consolidated Communications of Pennsylvania, LLC (hereafter "Consolidated")("Agreement"). Consolidated and Verizon Wireless 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 Agreement pursuant to 47 U.S.C. §§ 251/252; and

WHEREAS, the Federal Communications Commission's ("FCC"), in its Report and Order and Further Notice of Proposed Rulemaking in CC Docket Nos. 96-45 and 01-92; GN Docket No. 09-51; WC Docket Nos. 03-109, 05-337, 07-135 and 10-90; and WT Docket No. 10-208, adopted October 27, 2011 and released November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189)(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 Verizon Wireless 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; and

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); and

WHEREAS, Consolidated represents that it is a rural, rate of return regulated LEC as defined in 47 U.S.C. § 153 and 47 C.F.R. § 51.903; and

WHEREAS, Verizon Wireless 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 Verizon Wireless 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 Verizon Wireless and Consolidated.

## **AGREEMENT**

NOW THEREFORE, in consideration of the promises 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. Section 1.15 of Article II of the Agreement is hereby deleted. The term Local Traffic, as it is used in the Agreement, and the term, Non-Access Telecommunications Traffic, as it is used in this Amendment, both shall be defined as they are defined in 47 C.F.R. Section 51.701(b)
2. 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 Verizon Wireless 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 Party's originating 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.
3. Consolidated will be responsible for transport to Verizon Wireless' interconnection point when it is located within Consolidated's incumbent service area. When Verizon Wireless' interconnection point is located outside Consolidated's incumbent service area, Consolidated's transport and provisioning obligation stops at its meet point (as the term "meet point" is used in 47 C.F.R. Section 51.709(c)) and Verizon Wireless is responsible for the remaining transport to Verizon Wireless' interconnection point.
4. This Amendment shall be effective July 1, 2012 (the "Amendment Effective Date").
5. Section 5.4(f) of the Agreement is hereby deleted in its entirety and replaced with the following:

"Recognizing that CCPA currently has no way of measuring Non-Local Traffic, and in the event that Verizon Wireless does not track the usage information required to identify the Non-Local Traffic originated on its network and terminated by CCPA, both Parties agree to use a default factor of seven and one-half percent (7.5%) as an estimate of Non-Local Traffic. This factor may be adjusted once per year upon mutual agreement, which shall not be unreasonably withheld, and shall be based upon development and presentation of an analysis using a methodology that provides reasonable measurement of Non-Local Traffic. In calculating the amount due CCPA for Non-Local Traffic, ninety percent (90%) of the Non-Local

Traffic shall be rated according to CCPA's then current interstate switched access tariff and the remaining ten percent (10%) shall be rated according to CCPA's then current intrastate switched access tariff. The actual recorded usage shall be the basis for billing, when available and verifiable."

6. Verizon Wireless and Consolidated shall also comply with all the call signaling rules set forth in the USF/ICC Reform Order.
7. This Amendment shall remain effective as long as the Agreement remains effective between the Parties. Notwithstanding the foregoing, if as a result of any effective and unstayed decision, order or determination of any judicial or regulatory authority with competent jurisdiction over the subject matter hereof, the provisions in the USF/ICC Reform Order, regarding the default bill-and-keep arrangements for Non-Access Telecommunications Traffic within the scope of 47 C.F.R. § 51.701(b)(2) are revised, reconsidered, modified or changed after the Amendment Effective Date, then the Parties agree to negotiate and amend the Agreement in writing, upon the written request of one Party, to comply with such decision, order or determination. Any such amendment shall be effective as of the effective date of the effective and unstayed decision, order or determination requiring amendment, unless such decision, order or determination requiring amendment provides otherwise.
8. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented without the written amendment thereto by both Parties' authorized representatives.
9. The Verizon Wireless addresses for notices listed in Section 17.10.1 of the Agreement are deleted in their entirety and replaced with the following:  
  
"Deputy General Counsel  
Verizon Global Wholesale  
1320 North Courthouse Road, 9<sup>th</sup> Floor  
Arlington, VA 22201  
  
With Copy to:  
1120 Sanctuary Parkway  
Alpharetta, GA 30009  
Attn: Network Interconnection
10. 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.

**Allentown SMSA Limited Partnership  
d/b/a Verizon Wireless  
By Bell Atlantic Mobile Systems of  
Allentown, Inc., Its General Partner**

**Consolidated Communications of  
Pennsylvania, LLC**

**Cellco Partnership d/b/a Verizon Wireless**

**Northeast Pennsylvania SMSA Limited  
Partnership d/b/a Verizon Wireless  
By Cellco Partnership, Its General Partner**

**Pennsylvania 3 Sector 2 Limited  
Partnership d/b/a Verizon Wireless  
By NYNEX Mobile of New York, L.P, Its  
General Partner  
By Upstate Cellular Network, Its General  
Partner  
By Cellco Partnership, Its General  
Partner**

**Pennsylvania 4 Sector 2 Limited  
Partnership d/b/a Verizon Wireless  
By NYNEX Mobile of New York, L.P, Its  
General Partner  
By Upstate Cellular Network, Its General  
Partner  
By Cellco Partnership, Its General  
Partner**

**Pennsylvania RSA 1 Limited Partnership  
d/b/a Verizon Wireless  
By Cellco Partnership, Its General  
Partner**

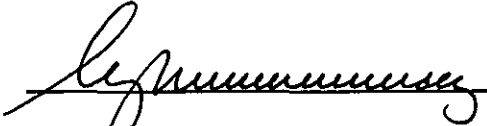
**Pennsylvania RSA No. 6 (I) Limited  
Partnership d/b/a Verizon Wireless  
By Cellco Partnership, Its General  
Partner**

**Pennsylvania RSA No. 6 (II) Limited  
Partnership d/b/a Verizon Wireless  
By Cellco Partnership, Its General  
Partner**

**Pittsburgh SMSA Limited Partnership**

**d/b/a Verizon Wireless  
By Cellco Partnership, Its General  
Partner**

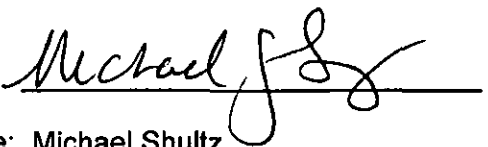
**Rural Cellular Corporation d/b/a Verizon  
Wireless**

By: 

Name Lynn Ramsey

Title: Area Vice President - Network

Date: 2/28/13

By: 

Name: Michael Shultz

Title: Vice President Regulatory & Public  
Policy

Date: 3/25/13



**CERTIFICATE OF SERVICE**

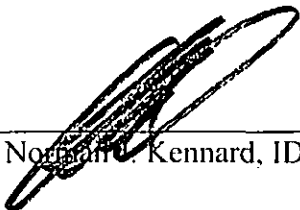
I hereby certify that on this 27<sup>th</sup> day of March, 2013, I did serve a true and correct copy of the foregoing upon the persons below via first class mail as follows:

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

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

Lance Murphy  
Verizon Wireless  
Member Technical Staff - Network Interconnection  
24242 Northwestern Hwy  
Southfield, MI 48075

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Norman C. Kennard, ID No. 29921