



PO Box 969, Roseville, CA 95661-0969
www.consolidated.com

VIA ELECTRONIC FILING

April 29, 2016

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
400 North Street, Filing Room
Harrisburg, PA 17101

Re: Joint Petition of Consolidated Communications of Pennsylvania Company, LLC (ILEC) and Granite Telecommunications, LLC (CLEC) for Approval of Interconnection Agreement

Dear Secretary Chiavetta:

Attached please find the Joint Petition of **Consolidated Communications of Pennsylvania Company, LLC** ("CCPA") and **Granite Telecommunications, LLC** ("Granite") for review and approval by the Pennsylvania Public Utility Commission of a negotiated retail services reseller agreement between CCPA and Granite. Granite is the requesting Competitive Local Exchange Carrier under Sections 251 and 252 of the Telecommunications Act of 1996. The attached Interconnection Agreement between CCPA and Granite was fully executed on April 29, 2016.

A complete copy of this filing is simultaneously served via electronic mail upon the person listed as proper recipient of notices for Granite Telecommunications, LLC, along with other interested parties.

If you have any questions regarding this filing, please do not hesitate to contact me.

Respectfully submitted,

/s/ Floyd Jasinski

Floyd Jasinski
Senior Regulatory Relations Specialist
Consolidated Communications
211 Lincoln St.
Roseville, CA 95678
Tel. (916) 786-1597
Fax. (916) 786-1877
e-mail: floyd.jasinski@consolidated.com

cc: Michael Shultz, CCPA: michael.shultz@consolidated.com
Paula Foley, Granite: paula.foley@granite.com
Rand Currier, Granite: rand.currier@granite.com
Office of Consumer Advocate, Harrisburg PA: consumer@paoca.org
Office of Small Business Advocate, Harrisburg PA: jorevan@pa.gov

**Before The
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Joint Petition for Approval of an)
Interconnection Agreement Between)
Consolidated Communications of) Application Docket No. A-_____
Pennsylvania Company, LLC and)
Granite Telecommunications, LLC)
under the Telecommunications Act)
of 1996)

JOINT PETITION

NOW COME, Consolidated Communications of Pennsylvania Company, LLC (“Consolidated”) and Granite Telecommunications, LLC (“Granite”) and respectfully submit to the Pennsylvania Public Utility Commission (“Commission”) for approval, the attached Interconnection Agreement (“Agreement”) under the Telecommunications Act of 1996 (“TA-96”) and the Commission’s Order entered June 3, 1996, In Re: Implementation of the Telecommunications Act of 1996, Docket No. M-00960799. The Agreement provides for resale between the two companies, thereby facilitating Granite’s provision of service to customers in Pennsylvania. Consolidated and Granite respectfully request that the Commission approve the Agreement. In support of this request, Consolidated and Granite state as follows:

1. Consolidated is an incumbent local exchange carrier authorized to provide local exchange telecommunications services in Pennsylvania.
2. Granite is a competitive local exchange carrier authorized to provide local exchange telecommunications service in Pennsylvania with its headquarters in Quincy, Massachusetts.

3. Consolidated and Granite have entered into this Agreement pursuant to Section 252 of TA-96.

4. The Agreement satisfies the requirements for Commission approval pursuant to Section 252(e)(2)(A) of TA-96, which provides as follows:

(2) **GROUND FOR REJECTION.**—The State commission may only reject—

(A) an agreement (or any portion thereof) adopted by negotiation under subsection (a) if it finds that –

(i) the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or

(ii) the implementation of such agreement or portion is not consistent with the public interest, convenience and necessity[.]

5. The Agreement does not discriminate against any other telecommunications carrier, as required by Section 252(e)(2)(A)(i). Other carriers are not bound by the Agreement and remain free to negotiate independently with Consolidated and Granite pursuant to Section 252 of the Act.

6. The Agreement is consistent with the public interest, convenience and necessity, as required by Section 252(e)(2)(A)(ii). It will facilitate Granite’s provision of service to its customers and will promote competition, thereby fostering the goals of the Telecommunications Act of 1996.

APPROVAL OF THE AGREEMENT

7. Under Section 252(e)(4) of TA-96, the Commission has ninety (90) days to approve or reject the Agreement. The parties request that the Commission approve the Agreement without revision as quickly as possible, consistent with the public interest.

WHEREFORE, Consolidated and Granite respectfully request that the Commission approve the attached Interconnection Agreement pursuant to the Telecommunications Act of 1996.

Respectfully submitted the 29th day of April, 2016.

Consolidated Communications of Pennsylvania Company, LLC

By: /s/ Floyd Jasinski
Floyd Jasinski
Senior Regulatory Relations Specialist
Consolidated Communications
211 Lincoln St.
Roseville, CA 95678
Tel. (916) 786-1597
Fax. (916) 786-1877
e-mail: floyd.jasinski@consolidated.com

**RETAIL SERVICES RESELLER AGREEMENT
BY AND BETWEEN
CONSOLIDATED COMMUNICATIONS OF PENNSYLVANIA
COMPANY, LLC
AND
GRANITE TELECOMMUNICATIONS, LLC**

THIS RETAIL SERVICES RESELLER AGREEMENT under Sections 251 and 252 of the Telecommunications Act of 1996 (the “Agreement”) is entered into by and between Consolidated Communications of Pennsylvania Company, LLC (“CCPA”), an Delaware Limited Liability Company having offices at 121 South 17th Street, Mattoon, Illinois 61938, and Granite Telecommunications, LLC, (“CLEC”), a Delaware limited liability company having offices at 100 Newport Avenue Ext., Quincy, Massachusetts 02171. CCPA and CLEC are sometimes referred to in this Agreement individually as a “Party” or collectively as the “Parties.”

1.0 RECITALS

WHEREAS, CCPA is a certificated Telecommunications Carrier and an Incumbent Local Exchange Carrier providing Telecommunications Services, including Local Exchange and IntraLATA services, to End Users within CCPA’s service territory in the State of Pennsylvania;

WHEREAS, CLEC represents that it is certificated by the Pennsylvania Public Utility Commission (“PUC”) to provide resold local and interexchange telecommunications services within the State of Pennsylvania (Dockets A-311204, A-311204F002 and A2521278);

WHEREAS, the Parties wish to memorialize this voluntary arrangement for the Resale of CCPA’s Telecommunications Services by CLEC to CLEC End Users, as required by § 251 (c)(4) of the Act as it is interpreted and applied by the FCC, PUC and courts with competent jurisdiction over CCPA.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CCPA and CLEC hereby agree as follows:

2.0 DEFINITIONS

For purposes of this Agreement, the terms set forth in this § 2.0 shall have the meanings set forth herein. The Parties agree that certain terms may be defined elsewhere in this Agreement. Terms not defined in this § 2.0 or elsewhere in this Agreement shall be construed in accordance with their customary meaning in the Telecommunications industry as of the Effective Date.

“Act” means the Communications Act of 1934 (47 U.S.C. §§ 151 et seq.), as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996), as may be subsequently amended.

“CALEA” means the Communications Assistance for Law Enforcement Act of 1994, 47 U.S.C. §§ 1001-1021.

“Confidential Information” means confidential or proprietary technical, customer, End User, network, or business information disclosed in written, graphic, oral or other tangible or intangible forms by one Party or its agent or representative (“Disclosing Party”) to the other Party or its agent or representative (“Receiving Party”) in connection with this Agreement. All written or oral pricing and contract proposals exchanged between the Parties, and all Subscriber Information, is Confidential Information, whether or not so designated.

“Effective Date” means the date the Agreement becomes effective and will be the first business day following receipt of final approval of this Agreement by the Pennsylvania Public Utility Commission (“PUC”), or such other date as specified in such order, or, where approval by the PUC is not required, the date that both Parties have executed the Agreement.

“End User(s)” means a Third Party residence or business that subscribes to Telecommunications Services provided by either of the Parties at retail. “End User(s)” does not include either of the Parties to this Agreement with respect to any services obtained under this Agreement.

“FCC” means the Federal Communications Commission.

“General Exchange Catalog” means CCPA’s compilation of retail services, including Telecommunications Services, rates, terms and conditions of service, and which is available for view and printing on CCPA’s public website (ref. <http://www.consolidated.com/regulatory>).

“Governmental Authority” means any federal, state, local, foreign, or international court, government, department, commission, board, bureau, agency, official, or other regulatory, administrative, legislative, or judicial authority with jurisdiction over the subject matter at issue.

“PUC” means the Pennsylvania Public Utility Commission.

“Incumbent Local Exchange Carrier” or “ILEC” has the meaning given the term in the Act.

“IntraLATA Toll Traffic” means all IntraLATA calls provided by a LEC other than calls originating and terminating within one of the LEC’s Local Exchanges.

“Letter of Authorizaton” or “LOA” means the data, writing (including a document signed by the End User) or record establishing that the End User has authorized CLEC to act as his/her agent.

“Local Access and Transport Area” or “LATA” has the meaning given the term in the Act.

“Local Calling Area” means a geographic area within CCPA’s certificated service territory, including any mandatory extended service (“EAS”) area, within which calls may be physically dialed (originated) and connected (terminated) under CCPA’s basic Local Exchange Catalog’s service without a separate toll charge being applied as defined in CCPA’s applicable General Exchange Catalog. Calling points available under Optional EAS and other such non-mandatory expanded local calling scope arrangements, including unlimited bundled service packages, are not considered to be within the Local Calling Area.

“Local Exchange” is the geographic territory delineated as a Local Exchange area for CCPA by official PUC boundary maps.

“Local Exchange Carrier” or “LEC” has the meaning given the term in the Act.

“Local Service Provider” or “LSP” means the LEC that provides retail Local Exchange Telecommunications Service to an End User.

“Local Service Request” or “LSR” means CCPA’s form used by CLEC to input orders to CCPA’s Local Service Center (“LSC”), including, but not limited to, orders to add, establish, change or disconnect services.

“Local Traffic” means traffic (excluding commercial mobile radio service traffic) that is originated and terminated within a Local Calling Area.

“Person” means an individual or a partnership, an association, a joint venture, a corporation, a limited liability company, a trust or similar entity, an unincorporated organization, or a Governmental Authority.

“Primary Interexchange Carrier” or “PIC” means a Telecommunications Carrier designated by an End User as the End User’s primary carrier for interexchange Telecommunications Services.

“Public Service Answering Point” or “PSAP” means the initial answering location of a 9-1-1 call.

“Resale” or “Resale Services” is as specified in § 251 (c)(4) of the Act.

“Subscriber” means an End User customer of a Party.

“Subscriber Information” means all information relating to Subscribers that is required to be treated as confidential under applicable provisions of the Act, including, without limiting the scope of this definition, 47 U.S.C. §§ 222 and 551.

“Tax” or “Taxes” means any and all federal, state, or local sales, use, excise, gross receipts, transfer, transaction or similar taxes or tax-like fees of whatever nature and however designated, including any charges or other payments, contractual or otherwise, for the use of streets or rights-of-way, whether designated as franchise fees or otherwise, and further including any legally permissible surcharge of or with respect to any of the foregoing, which are imposed

or sought to be imposed on or with respect to, or measured by the charges or payments for, any products or services purchased under this Agreement.

“Telecommunications” has the meaning given the term in the Act.

“Telecommunications Carrier” has the meaning given the term in the Act.

“Telecommunications Service” has the meaning given the term in the Act.

“Third Party” is any Person other than a Party.

3.0 PRICES, TERMS AND CONDITIONS OF RESALE SERVICES

CLEC may purchase CCPA’s Telecommunications Services for Resale to CLEC’s End Users in accordance with the provisions the Act and this § 3.0. The applicable rules, regulations and rates in CCPA’s tariff or General Exchange Catalog shall be applicable to Resale Services and to the extent of conflict herewith this Agreement shall control.

3.1 The prices charged to CLEC by CCPA for the Resale of Telecommunications Services to CLEC’s End Users located within CCPA’s service territory, and which Telecommunications Services are eligible to the wholesale discount provisions of the Act and this § 3.0, are CCPA’s tariffed or applicable General Exchange Catalog retail rates less a wholesale discount of 5% for residential and business services.

3.2 CLEC will resell services purchased under this Agreement only to the same class of its End Users to whom CCPA sells such services, i.e., CLEC will resell CCPA residential services only to CLEC residential customers and will resell CCPA business services only to CLEC business customers.

3.3 Billing and payment for CCPA services purchased by CLEC for Resale shall be in accordance with § 5.0 of this Agreement.

3.4 CLEC shall be responsible for all federal, state, or local Taxes and/or fees imposed on CCPA for services CLEC purchases under this Agreement. CLEC will be assessed such Taxes upon purchase of services from CCPA, unless CLEC provides documentation of Tax exemption status. CLEC shall also be responsible for collection from the End User, and remittance or payment to the applicable Governmental Authority, of all federal, state, or local Taxes and/or fees imposed on CLEC’s End Users with respect to CCPA services resold by CLEC to its End Users. CLEC shall indemnify and hold harmless CCPA for any costs incurred by CCPA as a result of actions taken by the applicable Governmental Authority to collect any such Taxes or fees from CCPA due to the failure of CLEC to collect such Taxes or fees from CLEC’s End Users and/or to remit or pay any such Taxes and/or fees to the applicable Governmental Authority.

3.5 Without limiting the generality of § 3.4, CLEC will be responsible for collecting 9-1-1 surcharges from its End Users and remitting such collections to the Pennsylvania Emergency Management Agency (PEMA), as prescribed by PEMA. If requested by CCPA,

CLEC shall provide timely, accurate and complete information on each of CLEC's End Users for use in maintaining CCPA's 9-1-1 databases and routing of calls to the appropriate PSAP.

3.6 CLEC shall pay CCPA at the retail (i.e. non-discounted) rate CCPA's applicable FCC authorized End User Common Line ("EUCL") charge and Access Recovery Charge ("ARC") for each CCPA Local Exchange line purchased by CLEC for Resale.

3.7 CLEC shall pay CCPA for interexchange carrier PIC or LATA PIC changes by CLEC's End Users at the CCPA retail published rate. PIC changes must be initiated in writing by CLEC. CCPA will not process a change in PIC selections unless initiated in writing by CLEC.

3.8 CLEC shall provide to its End Users and to CCPA a telephone number or numbers for use in contacting CLEC for service or repair requests.

3.9 If either Party receives a valid request from a local, state or federal law enforcement agency associated with an End User of the other Party, including a request pursuant to CALEA, the Party receiving the request shall comply with it, and shall promptly notify the other Party of the request. Neither Party shall be liable to the other for any claims or damages arising from compliance with such requests. CCPA will not initiate a trap or call trace for an End User without a court order. CCPA will bill CLEC at the CCPA published retail rate for call traces requested by a law enforcement agency or pursuant to a court order on behalf of a CLEC End User.

3.10 CLEC End Users of basic residential and business service will receive a basic listing in CCPA's White Pages directory in the same form and under the same conditions as CCPA End Users. Where CLEC End User requires listing services beyond the basic listing (e.g., non-published, additional listings, enhanced listings, foreign listings, or other listings in addition to the primary listing to appear in the White pages), CCPA will offer such listings at retail rates (i.e., the wholesale discount will not apply). CLEC is responsible for delivering accurate directory information for its End Users to CCPA before the directory publisher's deadline. CCPA shall provide written notice to CLEC at least thirty (30) days prior to the closing date of the directory. Subscriber listing information on resold lines shall remain the property of CCPA. The placement, billing, and collection of any Yellow Pages advertising for CLEC's End Users are the responsibility of CLEC. If a CCPA End User has Yellow Pages advertising at the time of conversion to service from CLEC, CCPA will continue to bill the End User for the Yellow Pages advertising, for the duration of the contract period for such advertising. In the event a CLEC End User defaults in payment of its charges for Yellow Pages advertising, CCPA will work with CLEC to change the End User's telephone number.

3.11 CLEC agrees to indemnify CCPA from any and all claims, suits, or actions for damages due to errors or omissions in a CLEC End User's information in CCPA's directories or 9-1-1 databases, except for errors or omissions resulting from gross negligence or intentional misconduct by CCPA.

3.12 CLEC will use forms and processes established by CCPA for requesting, or making changes to, Telecommunications Services for a CLEC End User. CLEC will be

responsible for placing accurate information on such forms for submission to CCPA.

3.13 CCPA and CLEC agree that the only way for an End User to change his or her LSP is through the use of a method approved by the applicable state public utility commission or FCC under 47 C.F.R. §§ 64.1100 et seq. For example, an appropriate method is an LOA signed by the End User and obtained by the New Service Provider (“NSP”) which assigns the right of representation for LSRs to the NSP. Upon completion of the LOA by the End User, it is the responsibility of the NSP to forward all necessary information for the conversion of the End User. Following conversion, changes to the service for the converted End User can only be submitted by the NSP.

3.14 When CLEC converts a CCPA End User currently receiving noncomplex service (single line business or residence service) to a CLEC End User without the need for any changes to CCPA’s network, CLEC will be charged a customer conversion charge of \$14.65 per line. Charges for complex orders and custom services conversion will be billed on an individual case basis.

3.15 CLEC shall pay CCPA a \$25.00 End User Verification Charge for each LSR CLEC submits to CCPA for which the End User is not located within CCPA’s service territory or CCPA is not the End User’s current network provider. To assist CLEC in determining if End Users are located in CCPA’s service territory, CCPA will provide CLEC, at no charge, two copies of the PUC-approved boundary maps used by CCPA. CLEC will pay for any additional or subsequent copies of the maps at \$50.00 per map. CCPA will furnish these maps as an aid to CLEC, however, CCPA makes no guarantee that the maps will accurately identify an End User as being located within CCPA’s service territory.

3.16 CLEC, on behalf of its End Users, will report any service or repair problems to CCPA’s trouble reporting system. CCPA will bill CLEC for any applicable charges associated with repairs or correction of service problems experienced by CLEC’s End Users, except in instances where the service or repair problem is due to CCPA’s error.

3.17 CCPA will only accept requests for such actions such as repair service, initial service, and changes to existing service for CLEC’s End Users, from CLEC. CCPA will not accept such requests from CLEC’s End Users, with the exception of a LOA designating a NSP.

3.18 CLEC understands and agrees that any equipment belonging to CCPA, which is used by the CLEC End User, is the property of CCPA, and shall be returned to CCPA in good working order if the CLEC End User abandons Telecommunications Service.

3.19 At CLEC’s request, CCPA will attempt to block, where technically feasible, unauthorized calls which would result in a charge to CLEC. CLEC will be required to order Toll Blocking Service on each line to be restricted. Toll Blocking Service will be provided at no charge. CLEC may also request customized routing of certain classes of calls to provide additional screening functionality. CLEC shall pay CCPA the per incident charge specified in CCPA’s published retail rate to create or modify the translation tables involved for routing. CCPA will use reasonable efforts to block unauthorized calls of the type specified by CLEC. However, CCPA offers no guarantee, express or implied, of its ability to prevent the placement

and billing of such calls by CLEC's End Users. CLEC is responsible for payment for all calls billed as a result of the actions or agreements of CLEC's End Users.

3.20 At CLEC's request, CCPA will provide a Number Status report to CLEC to assist CLEC in its customer reconciliations. CLEC agrees to pay CCPA \$0.50 per working telephone number listed in the Number Status report, plus any charges for transmitting or delivering the Number Status report to CLEC.

3.21 Lifeline and/or Link-Up services are excluded from Resale.

3.22 CCPA offerings of special promotions of Telecommunications Services lasting ninety (90) days or less in duration are not available at the wholesale discount, but at the retail rate for Resale by CLEC.

3.23 CLEC shall be subject to the same term commitments, volume commitments, and prohibitions against end user aggregation to satisfy volume discounts as apply to CCPA's retail customers. Resale discounts shall be applied to CLEC on a customer-by-customer basis.

4.0 TERM OF AGREEMENT

4.1 Term; Renewal. The Parties agree to the provisions of this Agreement for an Initial Term of two (2) years from the Effective Date of this Agreement, unless terminated or modified during such Initial Term pursuant to the terms and conditions of this Agreement. This Agreement shall continue in force and effect unless and until terminated as provided herein. Upon completion of the two (2) year Initial Term, this Agreement will automatically renew for successive six (6) month periods (each such period a "Renewal Term"), unless either Party requests renegotiation in accordance with § 4.2.

4.2 Renegotiation. Either Party may request for this Agreement to be renegotiated or for a new agreement to be negotiated to be effective upon the expiration of the Initial Term or any Renewal Term. Such notice shall be given no later than ninety (90) days prior to the expiration of the Initial Term or any Renewal Term. Not later than thirty (30) days from receipt of said notice, the receiving Party will notify the sending Party in writing of receipt. Not later than forty-five (45) days from the receipt of the initial request for renegotiation, the Parties will commence negotiations, which shall be conducted in good faith. If the Parties have not reached agreement on a new agreement within 160 days following the date of the notice of request for renegotiation, this Agreement shall terminate unless either Party has filed a petition for arbitration of a successor agreement with the PUC or the FCC in accordance with § 4.4 of this Agreement, in which case this Agreement shall continue in effect until conclusion of the arbitration and approval of a new agreement by the PUC.

4.3 Termination in Event of Default. In the event of Default, as defined in this § 4.3, the non-defaulting Party may terminate the Agreement provided that the non-Defaulting Party so advises the defaulting Party in writing (such notice, a "Default Notice") of the event of the alleged Default and the defaulting Party does not cure the alleged Default within thirty (30) days after receipt of the Default Notice thereof. Default is defined as:

4.3.1 Either Party's insolvency or initiation of bankruptcy or receivership proceedings by or against the Party; or

4.3.2 A final non-appealable decision under § 11.0, Dispute Resolution, that a Party has materially breached any of the material terms or conditions of this Agreement, including the failure to make an undisputed payment when due; or

4.3.3 A Party has notified the other Party in writing of the other Party's material breach of any of the material terms of this Agreement, and the Default remains uncured for thirty (30) days from receipt of such notice, and neither Party has commenced Dispute Resolution pursuant to § 11.0 of this Agreement by the end of the cure period.

4.4 Submission of disputed matters to PUC. Either Party may submit disputed matters in a renegotiation of this Agreement or negotiation for a new agreement to the PUC for arbitration in accordance with § 252 of the Act. Should the PUC decline jurisdiction, either Party may petition the FCC under the Act.

**5.0 BILLING AND PAYMENT;
LATE PAYMENT CHARGES, SUSPEND/TERMINATION OF SERVICES**

5.1 Except as otherwise specifically provided elsewhere in this Agreement, CLEC will pay to CCPA, in immediately available funds, all amounts due and owing under this Agreement within thirty (30) days of the date of CCPA's invoice. CCPA will promptly process and mail (or transmit by other means) its invoices to CLEC in accordance with CCPA's regular procedures and billing systems. If the payment due date falls on a Sunday or on a holiday which is observed on a Monday, the payment due date shall be the first non-holiday following such Sunday or holiday. If the payment due date falls on a Saturday or on a holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-holiday preceding such Saturday or holiday.

5.2 If payment is not received by the payment due date, or if any portion of the payment is received by CCPA in funds which are not immediately available to CCPA, then a late penalty of one and one-quarter percent (1.25%) per month or a lower percentage if required by law, will be assessed.

5.3 [Intentionally left blank.]

5.4 CCPA reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of facilities or service, abuse of facilities, or any other violation or noncompliance by CLEC of the rules and regulations of CCPA's General Exchange Catalog.

5.5 Disputes hereunder shall be resolved in accordance with the procedures identifies in § 11.0, Dispute Resolution.

5.6 Failure of CLEC to pay all undisputed charges shall be grounds for suspension or discontinuation of services, or termination of the Agreement. If CLEC fails to pay when due,

undisputed charges billed to CLEC under this Agreement, and any portion of such undisputed charges remain unpaid as of the thirty-first (31st) day following the date of CCPA's invoice, CCPA will notify CLEC in writing that in order to avoid having suspension of order acceptance, CLEC must remit all undisputed charges to CCPA within fifteen (15) days from the written notice date (the "Written Notice"). If CCPA does not refuse additional applications for service on the date specified in the Written Notice, nothing herein shall preclude CCPA's right to refuse additional applications for service without further notice.

5.7 If any undisputed CLEC charges remain unpaid at the conclusion of the time period as set forth in § 5.6 above (15 days from the date of the Written Notice), CCPA may notify CLEC, (the "Embargo Notice") and if/when required, the appropriate commission(s) in writing, pursuant to state service commission's rules and regulations, that CLEC's service will be disconnected and CLEC's End Users may be switched to CCPA's local service and CCPA will cease order acceptance from CLEC. In the case of such discontinuance, all billed charges, as well as applicable termination charges shall become due. If CLEC does not discontinue the provision of the services involved on the date specified in the Written Notice, and CLEC's noncompliance continues, nothing contained herein shall preclude CCPA's right to discontinue the provision of the services to CLEC without further notice.

5.8 Within five (5) calendar days of the transfer of End Users to CCPA as the service provider (or such other period as required by law), CCPA will notify all affected End Users that due to CLEC's account status with CCPA, their service is now being provided directly by CCPA. Applicable service establishment charges for switching End Users from CLEC to CCPA will be assessed to CLEC. CCPA shall comply with all applicable state and FCC requirements pertaining to the service transfer described herein.

5.9 After Embargo/disconnect procedures have begun, CCPA will not accept service orders from CLEC until all undisputed charges are paid in full, in immediately available funds. CCPA will have the right to require a deposit equal to three (3) months charges (based on the highest previous month of service from CCPA) prior to resuming service to CLEC after disconnect for nonpayment. Beyond the specifically set out limitation in this section, nothing herein will be interpreted to obligate CCPA to continue to provide service to any such End Users or to limit any and all disconnection rights CCPA may have with regard to such End Users, including up to the termination of this Agreement.

6.0 LIMITATION OF LIABILITY; WARRANTY DISCLAIMER

6.1 Limitation of Liability. Any liability of a Party to the other Party under this Agreement shall be limited to direct, actual damages. Except as expressly provided in this Agreement, neither Party will be liable to the other Party for any indirect, incidental, consequential, reliance or special damages suffered by such other Party (including without limitation damages for harm to business, lost revenues, lost savings, or lost profits suffered by such other Party), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including without limitation negligence of any kind whether active or passive, and regardless of whether the Parties knew of the possibility that such damages could result. Each Party hereby releases the other Party (and such other Party's subsidiaries and affiliates, and their respective officers, directors, employees, and agents) from any such claim. Nothing contained in

this § 6.1 will limit either Party's liability to the other Party for (i) willful or intentional misconduct (including gross negligence) or (ii) bodily injury, death, or damage to real or personal property.

6.2 Survival of Limitations. The limitations of liability set forth in this Agreement will survive failure of an exclusive remedy, and will apply regardless of the form of action, whether in contract, tort, warranty, strict liability, or negligence.

6.3 Disclaimer of Warranties. The Parties disclaim all warranties, express or implied, that are not explicitly stated in this Agreement, and in particular disclaim all warranties of merchantability and fitness for a particular purpose and warranties related to Third Party equipment, material, services or software. The services and any materials or equipment provided by CCPA are supplied "as is" to the full extent permitted by law.

6.4 No Limitation on Charges Due Under this Agreement. Nothing in this § 6.0 limits a Party's responsibility for the payment of charges due as provided in this Agreement.

7.0 INDEMNIFICATION

7.1 Indemnity. Each Party will indemnify and defend the other Party, its directors, officers, employees, agents and their successors from and against all claims of Third Parties for damages, losses, or liabilities, including attorneys' fees, arising directly from performance of this Agreement and relating to personal injury, death, or damage to property that is alleged to have resulted from the negligent or willful acts or omissions of the indemnifying Party or its subcontractors, directors, officers, employees, or agents that may occur during the term of this Agreement. In addition, CLEC will indemnify and defend CCPA from and against all claims of Third Parties for damages arising from or related to the use or misuse of the services provided by CCPA that arise or occur during the term of this Agreement.

7.2 Proper Notification. A Party's indemnification obligations under this § 7.0 are conditioned on the indemnified Party (a) promptly notifying the indemnifying Party in writing of any claim, (b) giving the indemnifying Party full and complete authority to resolve the matter, and (c) providing information and assistance to the indemnifying Party for the defense of the claim. The indemnifying Party will retain the right, at its option, to settle or defend the claim, at its own expense and with its own counsel. The indemnified Party will have the right, at its option, to participate in the settlement or defense of the claim, with its own counsel and at its own expense, but the indemnifying Party will retain sole control of the defense and settlement of the claim. To be indemnified under this § 7.0, the Party seeking indemnification must not by any act, including any admission or acknowledgement, materially impair or compromise the defense of a claim.

7.3 Survival of Indemnification Obligations. All indemnification obligations of this § 7.0 shall survive the termination of this Agreement.

8.0 FORCE MAJEURE.

Except as otherwise expressly provided in this Agreement, neither Party shall be liable for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; or labor unrest, including, without limitation strikes, slowdowns, picketing or boycotts or delays caused by the other Party or by other service or equipment vendors; or any other similar circumstances beyond the Party's reasonable control. In such event, the Party affected shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its reasonable commercial efforts to avoid or remove the cause of nonperformance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.

9.0 CONFIDENTIAL INFORMATION

9.1 Use of Confidential Information. The Receiving Party may use Confidential Information of the Disclosing Party only for purposes of this Agreement. Confidential Information may not be disclosed to any Third Party except on written consent of the Disclosing Party, and may only be disclosed to the Receiving Party's employees or authorized representatives on a need to know basis. Confidential Information is the property of the Disclosing Party and will be returned to the Disclosing Party upon request.

9.2 Identification of Confidential Information. Confidential Information must be clearly identified. Written Confidential Information must be clearly marked in a conspicuous place with an appropriate legend identifying the information as Confidential Information. Confidential Information that is not written must be identified as Confidential Information at the time of disclosure, and then confirmed in a writing delivered to the Receiving Party within fifteen (15) days following its disclosure.

9.3 Limitation on Obligation. The Receiving Party has no obligation to protect Confidential Information that is: (i) in the public domain through no action of the Receiving Party; or (ii) independently developed by the Receiving Party without breaching this Agreement or by Third Parties who have not had, either directly or indirectly, access to or knowledge of the Confidential Information.

9.4 Required Disclosure. If Confidential Information is required to be produced by the Receiving Party pursuant to law, a court order, or a directive of a Governmental Authority, the Receiving Party must immediately notify the Disclosing Party of that obligation. The Disclosing Party may move the ordering court or Governmental Authority for a protective order or other appropriate relief, and the Receiving Party must cooperate with the Disclosing Party in that effort.

9.5 Subscriber Information. In addition to and not in limitation of the obligations of the Parties pursuant to this § 9.0, each Party will comply with the requirements imposed upon the use of Subscriber Information acquired in the performance of this Agreement, and further will

comply with the requirements imposed under Applicable Law in its handling of such Subscriber Information.

10.0 APPLICABLE LAW

10.1 Applicable Law. The construction, interpretation and performance of this Agreement shall be governed by: (a) the laws of the United States of America, including the Act, as then in effect and interpreted by the then effective rules and regulations of the FCC; and (b) the laws of the State of Pennsylvania, without regard to its conflicts of laws rules, including the rules and regulations of the Commission and the Parties' filed and approved state and federal tariffs, and in the General Exchange Catalog as then in effect ("Applicable Law").

10.2 Compliance. Each Party shall comply with Applicable Law in the course of performing this Agreement.

10.3 Delay or Non-Performance. Neither Party shall be liable for any delay or failure in performance by it that results from requirements of Applicable Law, or acts or failures to act of any Governmental Entity or official.

10.4 Notice. Each Party shall promptly notify the other Party in writing of any governmental action that limits, suspends, cancels, withdraws, or otherwise materially affects, the notifying Party's ability to perform its obligations under this Agreement.

10.5 Invalidity or Unenforceability. If any provision of this Agreement shall be invalid or unenforceable under Applicable Law, such invalidity or unenforceability shall not invalidate or render unenforceable any other provision of this Agreement, and this Agreement shall be construed as if it did not contain such invalid or unenforceable provision; provided, that if the invalid or unenforceable provision is a material provision of this Agreement, or the invalidity or unenforceability materially affects the rights or obligations of a Party hereunder or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law.

10.6 Change in Applicable Law. If any legislative, regulatory, judicial or other governmental decision, order, determination or action, or any change in Applicable Law, materially affects any material provision of this Agreement, the rights or obligations of a Party hereunder, or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law. Provided further, that notwithstanding anything in this Agreement to the contrary, if, as a result of any legislative, judicial, regulatory or other governmental decision, order, determination or action, or any change in Applicable Law, CCPA is not required by Applicable Law to provide any service, payment or benefit, otherwise required to be provided to CLEC hereunder, then CCPA may discontinue the provision of any such service, payment or benefit, and CLEC shall reimburse CCPA for any payment previously made by CCPA to CLEC that was not required by Applicable Law. CCPA will provide thirty (30)

days prior written notice to CLEC of any such discontinuance of a service, unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in an applicable tariff or catalog) or Applicable Law for termination of such service in which event such specified period and/or conditions shall apply.

11.0 DISPUTE RESOLUTION

11.1 Billing Disputes. A Party must submit reasonable and valid billing disputes (“Billing Dispute”) to the other Party, in writing, within twelve (12) months from the date of the invoice that is the subject of the Billing Dispute. The Parties agree that those portions of bills that are not disputed shall be paid by the due date as specified in § 5.1 of this Agreement, that late payment charges apply to all invoices not paid by the due date as set forth in § 5.2 of this Agreement, and that no other late payment fee or charge applies to overdue invoices. The Parties further agree that if any Billing Dispute is resolved in favor of the billing Party, the billing Party will receive interest applied to the disputed amount as set forth in § 5.2 of this Agreement. CCPA may only bill, and CLEC is only responsible to pay, previously unbilled or underbilled charges where such charges are correctly billed within a period of twelve (12) months from the date such Services were rendered. The failure of CCPA to bill such charges within such twelve (12) months period shall constitute a waiver of CCPA’s right to bill, make a claim or take any other action with respect to such charges.

11.2 Alternatives to Litigation. The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order, an injunction, or similar relief from the PUC related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following dispute resolution procedure in § 11.3 and § 11.4 of this Agreement with respect to any controversy or claim arising out of or relating to this Agreement or its breach. Each Party agrees to promptly notify the other Party in writing of a dispute (“Dispute Notice”). The Parties will endeavor to resolve the dispute, including Billing Disputes, within thirty (30) days after the date of the Dispute Notice.

11.3 Informal Resolution of Disputes. In the case of any dispute and upon receipt of the Dispute Notice, each Party will appoint a duly authorized representative knowledgeable in telecommunications matters, to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. The representatives may, but are not obligated to, agree to utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit. Unless otherwise provided herein, or upon the Parties’ agreement, either Party may invoke formal dispute resolution procedures including arbitration or other procedures as appropriate, not earlier than thirty (30) days after the date of the Dispute Notice, provided the Party invoking the formal dispute resolution process has in good faith negotiated, or attempted to negotiate, with the other Party.

11.4 Formal Dispute Resolution. The Parties agree that all unresolved disputes under this Agreement may be submitted to PUC or FCC for resolution in accordance with its respective dispute resolution process and the outcome of such process will be binding on the Parties, subject to any right to appeal a decision reached by the PUC or FCC under Applicable Law. A Party seeking to submit a dispute to the PUC for resolution shall do so by filing a complaint pursuant to PUC rules. If the PUC and/or FCC refuse jurisdiction, the Parties agree that neither Party waives its rights to have disputes, arising under the Act or otherwise, addressed by a court of competent jurisdiction. If the PUC or FCC declines to accept, or does not have, jurisdiction over any dispute arising under this Agreement, the Parties may agree to submit the dispute to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each Party may submit in writing to a Party, and that Party shall so respond, to a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following: interrogatories; demands to produce documents; requests for admission. Additional discovery may be permitted upon mutual agreement of the Parties or at the direction of the arbitrator. The arbitration hearing shall be commenced within ninety (90) days of the Parties agreeing to arbitration. The arbitration shall be held in Houston, Pennsylvania unless otherwise agreed to by the Parties. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties shall submit written briefs five days before the hearing. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The arbitrator shall have no authority to order punitive or consequential damages. The times specified in this § 11.4 may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Each Party shall bear its own expenses incurred in formal dispute resolution unless the FCC, PUC or arbitrator rules otherwise.

11.5 Conflicts. The Parties agree that the dispute resolution procedures set forth in this Agreement are not intended to conflict with applicable requirements of the Act or the PUC with regard to procedures for the resolution of disputes arising out of this Agreement and do not preclude a Party from seeking relief under applicable rules or procedures of the PUC or FCC.

12.0 NON-SEVERABILITY

The services, arrangements, terms and conditions of this Agreement were mutually negotiated by the Parties as a total arrangement and are intended to be non-severable. All provisions of this Agreement have been negotiated as one interrelated term containing specific rates and conditions which are non-separable for purposes of 47 CFR § 252(i).

13.0 PUBLICITY

13.1 Endorsements. The Parties agree not to use in any advertising or sales promotion, press releases or other publicity matters, any endorsements, direct or indirect quotes or pictures implying endorsement by the other Party or any of its employees without such Party's prior written approval. The Parties will submit to each other for written approval, prior to publication, all such publicity endorsement matters that mention or display the other's name

and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied.

13.2 Trademarks. Neither Party will offer any services using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of the other Party or its affiliates without the other Party's written authorization.

14.0 MISCELLANEOUS

14.1 Independent Contractor. The Parties to this Agreement are independent contractors. Neither Party is an agent, representative or partner of the other. The Agreement does not create for a Party or grant a Party any right, power or authority to enter into any agreement for or on behalf of or incur any obligation or liability for, or to otherwise bind, the other Party. This Agreement will not be interpreted or construed to create an association, agency, joint venture or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

14.2 Subcontractors. Without the prior written consent of the other Party, neither Party may enter into any subcontracts, except those with affiliates, for the performance of its obligations under this Agreement. Without the prior written consent of the other Party, neither may enter into any subcontract with a competitor of the other Party for the performance of its obligations under this Agreement, provided that CCPA may engage Telecommunications Carriers to provide transport of Telecommunications traffic hereunder without obtaining the permission of CLEC. Each Party will be fully responsible to the other for acts and omissions of its subcontractors and of persons either directly or indirectly employed or engaged by them.

14.3 No Waiver of Rights. If either Party fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the other Party.

14.4 No Third Party Beneficiaries. The benefits of this Agreement do not extend to any Third Party for any benefit, remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

14.5 Waiver of Jury Trial. Each Party waives its right to a jury trial in any court action arising between the Parties under this Agreement.

14.6 Assignment. Neither Party may assign any rights or obligations under this Agreement without the other Party's prior written consent, which shall not be unreasonably withheld; provided, that any assignee that assumes obligations under this Agreement must meet the other Party's credit and technical approval requirements.

14.7 Amendments. This Agreement may only be modified by a written amendment signed by authorized representatives of each Party. Any amendments to this Agreement shall be effective as of the date of the execution of such amendment, such other date as agreed by the Parties, or the date specified, if any, in a decision, order, determination or action that changed a Party's obligations hereunder, subject to approval by the PUC of such effective date, or if the

PUC does not approve such effective date, then on the date the PUC approves the amendment to the Agreement or such other date specified in the PUC order.

14.8 Rules of Construction. Because the Parties actively negotiated this Agreement, this Agreement will not be construed against either Party as the drafter. Captions and headings in this Agreement are strictly for convenience and may not be considered in interpreting this Agreement or as amplifying or limiting any of its contents. Unless expressly defined in this Agreement, words having well-known technical or trade meanings will be so construed. Any statement in this Agreement that a particular provision, obligation, or duty is “material” will not be construed to imply that any other provision, obligation, or duty in this Agreement is not material. Unless otherwise expressly set forth in this Agreement, all remedies provided for in this Agreement are cumulative. All actions, activities, consents, approvals and other undertakings of the parties required under this Agreement must be performed in a reasonable and timely manner. Except as expressly set forth in this Agreement, the standards of performance within the Telecommunications industry in the relevant market will be the measure of whether a Party’s performance is reasonable and timely.

14.9 Notice. Wherever under this Agreement one Party is required or permitted to give notice to the other, that notice will be deemed given when: (i) delivered in hand; (ii) telecopied or faxed and receipt confirmed; (iii) sent by overnight courier service to the address specified below; or (iv) mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

To CCPA:

Michael Shultz
VP Regulatory and Public Policy
Consolidated Communications of Pennsylvania Company, LLC
350 South Loop 336 West
Conroe, Texas 77304-2676
Telephone 936-788-7414

Copy to:

CONSOLIDATED COMMUNICATIONS, INC.
Attn: Contract Manager
121 South 17th St.
Mattoon, IL 61938

To CLEC:

Granite Telecommunications, LLC
100 Newport Avenue Ext.
Quincy, MA 02171
Telephone (617) 837-4604
Attn: Legal Department

Copy to:

Granite Telecommunications, LLC
100 Newport Avenue Ext.

Quincy, MA 02171
Attn: Carrier Relations

Either Party may from time to time change its address for notification purposes by giving the other written notice of the new address and the date upon which it will become effective.

14.10 Survival of Obligations. The terms and conditions of this Agreement regarding confidentiality, indemnification, warranties, payment and all others that by their express terms of their context are intended to survive the expiration or termination of this Agreement will survive and continue in effect following expiration or termination of this Agreement.

14.13 Entire Agreement. This Agreement, including all referenced documents, constitutes the entire agreement and understanding between the Parties. It supersedes all prior or contemporaneous negotiations or agreements, whether oral or written, relating to its subject matter.

15.0 REGULATORY APPROVAL

15.1 PUC Filing. The Parties understand and agree that if required by Applicable Law, this Agreement will be filed with the PUC. Each Party covenants and agrees to fully support approval of this Agreement, if required by Applicable Law, by the PUC without modification. The Parties, however, reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement. In the event the PUC rejects this Agreement in whole or in part, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion(s).

15.2 Advocacy. The Parties agree that their entrance into this Agreement is without prejudice to any positions they may have taken previously, or may take in future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements covered in this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this 29th day of April, 2016.

Granite Telecommunications, LLC

**Consolidated Communications of
Pennsylvania Company, LLC**


Name: Rand Currier

Chief Operating Officer

Title

4/25/16
Date


Name: Michael Shultz

Vice President of Regulatory & Public Policy

Title

4/29/16
Date