

Suzan DeBusk Paiva
Assistant General Counsel



1717 Arch Street, 3 East
Philadelphia, PA 19103

Tel: (215) 466-4755
Fax: (215) 563-2658
Suzan.D.Paiva@Verizon.com

January 10, 2017

VIA ELECTRONIC FILING

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

RE: Joint Filing of
Verizon Pennsylvania LLC and NEP TelCom, Inc.
of Adoption of an Interconnection Agreement
Dkt. No. _____

Dear Secretary Chiavetta:

Enclosed please find the joint filing of Verizon Pennsylvania LLC ("Verizon PA") and NEP TelCom, Inc. of Adoption of an Interconnection Agreement. The Interconnection Agreement being adopted is the Agreement between Verizon PA and Laurel Highland Telephone Company, including Amendment No. 1 to that Agreement, which was approved by the Commission by Order entered January 28, 2016 in Docket No. A-2015-2513852. The Adoption is deemed effective as of October 18, 2016, and was signed by the second of the two parties' signers on December 12, 2016. Thus, this Joint Filing is being made within 30 days of the day that the Agreement was signed, as required by ordering Paragraph 5 of the Commission's May 3, 2004 Final Order in Docket No. M-00960799. As evidenced by the cc: below, notice of this filing is being provided to NEP TelCom, Inc.

Very truly yours,


Suzan D. Paiva

SDP/slb

Enclosure

cc: Richard P. Swiderski, VP/General Manager, NEP TelCom, Inc.
Charles E. Thomas III, Esquire, Thomas, Niesen & Thomas, LLC
Attached Service List

SERVICE LIST

Tanya J. McCloskey
Acting Consumer Advocate
Office of Consumer Advocate
555 Walnut Street, 5th Floor
Harrisburg, PA 17101-1921

John R. Evans
Office of Small Business Advocate
Commerce Building, Suite # 202
300 North Second Street
Harrisburg, PA 17101

Johnnie E. Simms
Bureau of Investigation & Enforcement
PA Public Utility Commission
Commonwealth Keystone Bldg
400 North Street
Harrisburg, PA 17105-3265

Office of Special Assistants
PA Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

Bureau of Consumer Services
PA Public Utility Commission
P. O. Box 3265
Harrisburg, PA 17105-3265

Office of the Attorney General
Bureau of Consumer Protection
Strawberry Square, 14th Floor
Harrisburg, PA 17120



Verizon Partner Solutions
Wholesale Contract Management
6929 North Lakewood Avenue
Tulsa, OK 74117
vpscontracts@verizon.com

October 18, 2016

Steven D. Tourje
President
NEP TelCom, Inc.
720 Main Street
Forest City, PA 18421

Re: Requested Adoption Under Section 252(i) of the Communications Act

Dear Mr.:

Verizon Pennsylvania LLC. ("Verizon"), a Delaware limited liability company, with principal place of business at 1717 Arch Street, Philadelphia, PA 19103, has received correspondence stating that NEP TelCom, Inc. ("NEP TelCom"), a Pennsylvania corporation, with principal place of business at 720 Main Street, Forest City, Pennsylvania 18421 wishes, pursuant to Section 252(i) of the Communications Act, to adopt the terms of the Interconnection Agreement between Laurel Highland Telephone Company ("Laurel Highland") and Verizon that was approved by the Pennsylvania Public Utility Commission (the "Commission") as an effective agreement in the Commonwealth of Pennsylvania, as such agreement exists on the date hereof (including, without limitation, Amendment No. 1 thereto) after giving effect to operation of law (the "Terms"). I understand NEP TelCom has a copy of the Terms. Please note the following with respect to NEP TelCom's adoption of the Terms.

1. By NEP TelCom's countersignature on this letter, NEP TelCom hereby represents and agrees to the following seven points:
 - A. NEP TelCom adopts (and agrees to be bound by) the Terms and, in applying the Terms, agrees that NEP TelCom shall be substituted in place of Laurel Highland Telephone Company and Laurel Highland in the Terms wherever appropriate.
 - B. For the avoidance of any doubt, adoption of the Terms does not include adoption of any provision imposing an unbundling obligation on Verizon (i) that no longer applies to Verizon under the Report and Order and Order on Remand (FCC 03-36) released by the Federal Communications Commission ("FCC") on August 21, 2003 in CC Docket Nos. 01-338, 96-98, 98-147 ("Triennial Review Order"), or the Order on Remand in WC Docket No. 04-313 and CC Docket No. 01-338, released by the FCC on February 4, 2005 (the "TRO Remand Order"), or (ii) that is otherwise not required by 47 U.S.C. Section 251(c)(3) or by 47 C.F.R. Part 51.

- C. Notice to NEP TelCom and Verizon as may be required or permitted under the Terms shall be provided as follows:

To NEP TelCom, Inc.:

Attention: Charles E. Thomas III, Esquire
Thomas, Niesen & Thomas, LLC
212 Locust Street, Suite 600
Harrisburg, PA 17101
Telephone Number: (717) 255-7600, Ext.: None
Facsimile Number: (717) 236-8278
Internet Address: cet3@tntlawfirm.com

Attention: Richard P. Swiderski, VP/General Manager
720 Main Street
Forest City, PA 18421
Telephone Number: (570) 785-2203, Ext.: None
Facsimile Number: (570) 785-9299
Internet Address: rps@nep.net

To Verizon:

Verizon Partner Solutions
Wholesale Contract Management
6929 North Lakewood Avenue
Tulsa, OK 74117
Internet Address: vpscontracts@verizon.com

with a copy to:

Vice President and Deputy General Counsel
Verizon Global Wholesale
1320 N. Court House Road
9th Floor
Arlington, VA 22201
Facsimile: (703) 351-3656

- D. NEP TelCom represents and warrants that it is a certified provider of local telecommunications service in the Commonwealth of Pennsylvania, and that its adoption of the Terms will cover services in Verizon Pennsylvania's service territory in the Commonwealth of Pennsylvania only.
- E. In the event an interconnection agreement between Verizon and NEP TelCom is currently in effect in the former Bell Atlantic service territory within the Commonwealth of Pennsylvania (the "Original ICA"), this adoption shall be an amendment and restatement of the operating terms and conditions of the Original ICA, and shall replace in their entirety the terms of the Original ICA. This adoption is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to the Original ICA. Any outstanding payment obligations of the parties that were incurred but not fully performed under the Original ICA shall constitute payment obligations of the parties under this adoption.
- F. Verizon's standard pricing schedule for interconnection agreements in the Commonwealth of Pennsylvania (as such schedule may be amended from time

to time) (attached as Appendix A hereto) shall apply to NEP TelCom's adoption of the Terms; provided, however, that if the Terms memorialize acceptance of Verizon's offer of an optional reciprocal compensation rate plan for non-Internet traffic subject to Section 251(b)(5) pursuant to the industry letter described in footnote 2 of this Letter, then the optional reciprocal compensation rate plan in the Terms shall apply to this adoption instead of the reciprocal compensation rates set forth in Appendix A. NEP TelCom should note that the aforementioned pricing schedule may contain rates for certain services the terms for which are not included in the Terms or that are otherwise not part of this adoption, and may include phrases or wording not identical to those utilized in the Terms. In an effort to expedite the adoption process, Verizon has not deleted such rates from the pricing schedule or attempted to customize the wording in the pricing schedule to match the Terms. However, the inclusion of such rates in no way obligates Verizon to provide the subject services and in no way waives Verizon's rights, and the use of different wording or phrasing in the pricing schedule does not alter the obligations and rights set forth in the Terms.

- G. NEP TelCom's adoption of the Terms shall become effective on October 18, 2016. Verizon shall file this adoption letter with the Commission promptly upon receipt of an original of this letter countersigned by NEP TelCom as to the points set out in Paragraph One hereof. The term and termination provisions of the Terms shall govern NEP TelCom's adoption of the Terms. The adoption of the Terms is currently scheduled to expire on October 19, 2017.
- 2. As the Terms are being adopted by NEP TelCom pursuant to Section 252(i) of the Act, Verizon does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by Verizon of the Terms does not in any way constitute a waiver by Verizon of any position as to the Terms or a portion thereof, nor does it constitute a waiver by Verizon of all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in the Terms as a result of NEP TelCom's adoption of the Terms.
 - 3. Nothing herein shall be construed as or is intended to be a concession or admission by Verizon that any provision in the Terms complies with the rights and duties imposed by the Act, the decisions of the FCC and the Commission, the decisions of the courts, or other law, and Verizon expressly reserves its full right to assert and pursue claims arising from or related to the Terms.
 - 4. Verizon reserves the right to deny NEP TelCom's application of the Terms, in whole or in part, at any time:
 - A. when the costs of providing the Terms to NEP TelCom are greater than the costs of providing them to Laurel Highland;
 - B. if the provision of the Terms to NEP TelCom is not technically feasible; and/or
 - C. to the extent that Verizon otherwise is not required to make the Terms available to NEP TelCom under applicable law.
 - 5. For the avoidance of any doubt, please note that adoption of the Terms will not result in reciprocal compensation payments for Internet traffic. Verizon has always taken the position that reciprocal compensation was not due to be paid for Internet traffic under section 251(b)(5) of the Act. Verizon's position that reciprocal compensation is not to be

paid for Internet traffic was confirmed by the FCC in the Order on Remand and Report and Order adopted on April 18, 2001 and in the Order on Remand and Report and Order and Further Notice of Proposed Rulemaking, CC Docket No. 99-68, (adopted November 5, 2008) (“*FCC Internet Orders*”), which held that Internet traffic constitutes “information access” outside the scope of the reciprocal compensation obligations set forth in section 251(b)(5) of the Act.¹ Accordingly, any compensation to be paid for Internet traffic will be handled pursuant to the terms of the *FCC Internet Orders*, not pursuant to adoption of the Terms.² Moreover, in light of the *FCC Internet Orders*, even if the Terms include provisions invoking an intercarrier compensation mechanism for Internet traffic, any reasonable amount of time permitted for adopting such provisions has expired under the FCC’s rules implementing section 252(i) of the Act.³ In fact, the *FCC Internet Orders* made clear that carriers may not adopt provisions of an existing interconnection agreement to the extent that such provisions provide compensation for Internet traffic.⁴

6. Should NEP TelCom attempt to apply the Terms in a manner that conflicts with Paragraphs Two through Paragraphs Five above, Verizon reserves its rights to seek appropriate legal and/or equitable relief.
7. In the event that a voluntary or involuntary petition has been or is in the future filed against NEP TelCom under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization or composition or extension of debt (any such proceeding, an “Insolvency Proceeding”), then: (A) all rights of Verizon under such laws, including, without limitation, all rights of Verizon under 11 U.S.C. § 366, shall be preserved, and NEP TelCom’s adoption of the Terms shall in no way impair such rights of Verizon; and (B) all rights of NEP TelCom resulting from NEP TelCom’s adoption of the Terms shall be subject to and modified by any Stipulations and Orders entered in the Insolvency Proceeding, including, without limitation, any Stipulation or Order providing adequate assurance of payment to Verizon pursuant to 11 U.S.C. § 366.

¹ Order on Remand and Report and Order, In the Matters of: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and Intercarrier Compensation for ISP-Bound Traffic, CC Docket No. 99-68 (rel. April 27, 2001) (“*FCC Remand Order*”) ¶44, remanded, *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. May 3, 2002). Although the D.C. Circuit remanded the *FCC Remand Order* to permit the FCC to clarify its reasoning, it left the order in place as governing federal law. See *WorldCom, Inc. v. FCC*, No. 01-1218, slip op. at 5 (D.C. Cir. May 3, 2002).

² For your convenience, an industry letter distributed by Verizon explaining its plans to implement the FCC Internet Order can be viewed at http://www22.verizon.com/wholesale/library/local/industryletters/1,,east-wholesale-resources-clec_01-05_21,00.html.

³ See, e.g., 47 C.F.R. Section 51.809(c).

⁴ *FCC Internet Order* ¶ 82.

SIGNATURE PAGE

Please arrange for a duly authorized representative of NEP TelCom to sign this letter in the space provided below and return it to Verizon.

Sincerely,

VERIZON PENNSYLVANIA LLC.



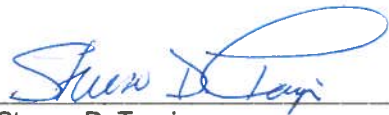
Contract Management

12-12-16

DATE

Reviewed and countersigned as to Paragraph 1:

NEP TELCOM, INC.



Steven D. Tourje
President

11-29-16

DATE

Attachment