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March 21, 2023

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 North LLC and
Consolidated Communications Enterprise Services, Inc.
f/k/a Penn Telecom, Inc. for
Approval of a Resale Agreement Amendment
[Reference Docket Nos. A-310074F0002 & A-2010-2214951]
Dkt. No. _____

Dear Secretary Chiavetta:

For filing and approval by the Commission, enclosed please find the Resale Forbearance Amendment regarding the above-referenced interconnection agreement between Verizon North LLC and Consolidated Communications Enterprise Services, Inc. f/k/a Penn Telecom, Inc. This amendment is being filed in accordance with the August 2, 2019 Federal Communications Commission's Order in WC Docket Nos. 18-141 et al.

As evidenced by the cc: below, notice of this filing is being provided to Consolidated Communications Enterprise Services, Inc.

Please do not hesitate to contact me with any questions.

Very truly yours,

Suzan D. Paiva
SDP/sau
Enclosure

Via Email

cc: Bob Callahan, Consolidated Communications Enterprise Services, Inc.
Michael Shultz, V.P. Regulatory & Public Policy, Consolidated Communications Enterprise Services, Inc.
Attached Service List

SERVICE LIST

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

**RESALE FORBEARANCE AMENDMENT
TO THE
RESALE AGREEMENT
BETWEEN
Verizon North LLC
AND
Consolidated Communications Enterprise Services, Inc.**

This Resale Forbearance Amendment (this "Amendment"), by and between Verizon North LLC ("Verizon"), and Consolidated Communications Enterprise Services, Inc. ("Customer"), upon execution by both Parties, shall be deemed effective as of the last date of signature by a Party ("Amendment Effective Date"). (Verizon and Customer may be hereinafter referred to individually as a "Party" and collectively as the "Parties"). This Amendment only covers the services addressed herein that Verizon provides in its operating territory in the Commonwealth of Pennsylvania (the "State").

WITNESSETH:

WHEREAS, Verizon and Customer, whether as original parties or as a result of Customer's adoption of an agreement pursuant to 252(i) of the Communications Act of 1934, as amended (the "Act"), are Parties to a resale agreement under Sections 251 and 252 of the Act dated November 27, 2000 (the "Agreement"); and

WHEREAS, on August 2, 2019, the FCC released a Memorandum Opinion and Order in WC Docket Nos. 18-141 et al. (the "UNE Loop/Resale Forbearance Order"), which became effective upon release; and

WHEREAS, the Parties, each without waiving any rights or arguments it may have with respect to whether an amendment is required to effectuate the UNE Loop/Resale Forbearance Order under the existing terms of the Agreement, wish to amend the Agreement as set forth herein; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Amendment to Agreement.** The Agreement is amended to incorporate the terms and conditions set forth in this Amendment, all of which shall apply to and be a part of the Agreement (hereinafter referred to as the "Amended Agreement") notwithstanding any other term or condition of the Amended Agreement, a Verizon Tariff or a Verizon Statement of Generally Available Terms and Conditions ("SGAT").
2. **Discontinuation of Wholesale Discount for Resold Services.**
 - 2.1 Notwithstanding any other term or condition of the Amended Agreement or a Verizon Tariff or SGAT, and subject to the transitional provisions set forth in Subsections 2.2 and 2.3 below, the wholesale discount for Telecommunications Services that Customer purchases for resale under 47 U.S.C. 251(c)(4) of the Act (such discount that applies under the Agreement or applicable Tariff, the "Wholesale Discount") is not available to Customer and shall hereby cease to apply except as set forth in Sections 2.2. and 2.3 below.
 - 2.2 Customer's new purchases of Telecommunications Services for resale at the Wholesale Discount may be made pursuant to the Amended Agreement through February 2, 2020. After such date, any additional purchases of Telecommunications Services for resale may be made at the retail price for such Telecommunications Service as set forth in Verizon's applicable Tariffs (or, if there is no Tariff Retail Price for such Telecommunications Service, Verizon's retail price for the Telecommunications Service

that is generally offered to Verizon's end user customers). Such services shall be deemed to be purchased for resale under 47 U.S.C. § 251(b)(1), and all rates, terms and conditions that apply to the resale of Telecommunications Services under the Agreement (including without limitation any Verizon Tariff referenced therein), other than the Wholesale Discount, shall continue to apply to such services.

- 2.3 Any resold Telecommunications Services that Customer purchases (i.e., in service) at the Wholesale Discount as of February 2, 2020 will remain available at the Wholesale Discount through August 2, 2022 unless, prior to such date, the resold Telecommunications Service is discontinued by Customer or the Telecommunications Service is terminated by Verizon for any reason permitted under the Amended Agreement, a Verizon Tariff, or Applicable Law. After such date, any resold Telecommunications Service that has not previously been discontinued by Customer or terminated by Verizon will continue to be provided by Verizon at the retail price for such Telecommunications Service as set forth in Verizon's applicable Tariffs (or, if there is no Tariff Retail Price for such Telecommunications Service, Verizon's retail price for the Telecommunications Service that is generally offered to Verizon's end user customers). Such services shall be deemed to be purchased for resale under 47 U.S.C. § 251(b)(1), and all rates, terms and conditions that apply to the resale of Telecommunications Services under the Agreement (including without limitation any Verizon Tariff referenced therein), other than the Wholesale Discount, shall continue to apply to such services.

3. Miscellaneous Provisions.

- 3.1 Existing Rights and Obligations. Nothing contained in this Amendment shall be deemed: (a) to obligate Verizon to apply the wholesale discount for resold services under Section 251(c)(4) of the Act where such discount is not already available under the Agreement prior to this Amendment, or (b) to limit any right of Verizon under the Agreement (independent of this Amendment), any Verizon Tariff or SGAT, or otherwise, to cease providing the wholesale discount to resold services under Section § 251(c)(4) of the Act.
- 3.2 Conflict Between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and conditions of the Agreement to the extent necessary to give effect to the terms and conditions of this Amendment. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern; provided, however, that the fact that a term or condition appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 3.2.
- 3.3 Capitalization. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Amended Agreement.
- 3.4 Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
- 3.5 Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or condition of this Amendment.
- 3.6 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in this Amendment and, except to the extent expressly set forth in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect after the Amendment Effective Date. For the avoidance of any doubt, nothing in this Amendment shall be deemed to amend or extend the term of

the Amended Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Amended Agreement.

- 3.7 Joint Work Product. The Parties acknowledge that this Amendment is the joint work product of the Parties, that, for convenience, this Amendment has been drafted in final form by Verizon and that, accordingly, in the event of ambiguities in this Amendment, no inferences shall be drawn for or against either Party on the basis of authorship of this Amendment.
- 3.8 Amendments. No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.
- 3.9 Waivers. A failure or delay of either Party to enforce any of the provisions of this Amendment, or any right or remedy available under this Amendment, or at law or in equity, or to require performance of any of the provisions of this Amendment, or to exercise any option that is provided under this Amendment, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.
- 3.10 Electronic Signatures. For the avoidance of any doubt, this Amendment may be signed electronically, and the Amendment and the signatures may be recorded and stored in an electronic form.
- 3.11 Definitions. Notwithstanding any other provision in the Agreement, this Amendment or any Verizon Tariff or SGAT, the following term, as used in this Amendment, shall have the meanings set forth below:
 - 3.11.1 Tariff. Any applicable Federal or state tariff, product guide, standard agreement or other document, as amended from time to time, that sets forth the generally available terms, conditions and prices under which Verizon makes a service, facility, arrangement or the like available for purchase. The term "Tariff" does not include any SGAT pursuant to Section 252(f) of the Act.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

Consolidated Communications Enterprise Services, Inc.

Verizon North LLC

By: Jessica Garlow
Jessica Garlow (Mar 15, 2023 14:28 CDT)

By: Claudine Celestino
Claudine Celestino (Mar 16, 2023 13:41 EDT)

Printed: Jessica Garlow

Printed: Claudine Celestino

Title: Manager - Access Management

Title: Manager, Contract Management

Date: 03/15/2023

Date: 03/16/2023