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VIA OVERNIGHT DELIVERY

May 17, 2004

Ms. Debra A. Howland
Executive Director and Secretary
New Hampshire Public Utilities Commission
Eight Old Suncook Road
Concord, NH 03301



Re: Amendment No. 2 to Interconnection Agreement Between Cellco Partnership and New Hampshire RSA 2 Partnership, d/b/a Verizon Wireless, and Verizon New England Inc., d/b/a Verizon New Hampshire

Dear Ms. Howland:

In accordance with Order No. 22,236 dated July 12, 1996, Cellco Partnership and New Hampshire RSA 2 Partnership, d/b/a Verizon Wireless, and Verizon New England Inc., d/b/a Verizon New Hampshire, hereby file an original and five copies of Amendment No. 2 dated as of January 1, 2004, to the Interconnection Agreement between them dated January 20, 2000, approved by Order No. 23,521, and jointly petition the Commission for approval of that amendment pursuant to Section 252(e) of the Telecommunications Act of 1996 (the Act), 47 U.S.C. § 252(e).

Under the Act, a state commission may reject a negotiated interconnection amendment such as this one only if the commission finds that the amendment (or any portion thereof) discriminates against a telecommunications carrier not a party to the amendment, or that the amendment's implementation would not be consistent with the public interest, convenience and necessity. 47 U.S.C. § 252(e)(2)(A). The parties respectfully submit that their amendment meets this statutory standard and therefore request that the Commission approve it. Section 252(e)(4) of the Act provides that if a state commission does not act to approve or reject a negotiated interconnection agreement within 90 days after its submission, it shall be deemed approved.

Representing Verizon Wireless is Ed Harrop. Please include Mr. Harrop on all notices and service lists. His address is:

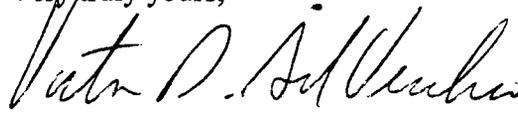
Ms. Debra Howland
May 17, 2004
Page 2

Mr. Ed Harrop
Verizon Wireless
GA3B1REG
One Verizon Place
Alpharetta, GA 30004
Tel (678) 339-4258

Please stamp the enclosed copy of this letter, and return it to me for our files in the stamped, self-addressed envelope also enclosed.

Thank you for your attention to this matter.

Very truly yours,



Victor D. Del Vecchio

Enclosures

cc: Mr. Ed Harrop

vz-wireless-nh- amend-2 (05-17-04)

AMENDMENT NO. 2

to the

INTERCONNECTION AGREEMENT

between

**VERIZON NEW ENGLAND INC.,
D/B/A VERIZON NEW HAMPSHIRE,
F/K/A NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY,
D/B/A BELL ATLANTIC – NEW HAMPSHIRE**

and

**CELLCO PARTNERSHIP, and
NEW HAMPSHIRE RSA 2 PARTNERSHIP,
D/B/A VERIZON WIRELESS**

FOR NEW HAMPSHIRE

This Amendment No. 2 (the "Amendment") shall be deemed effective on January 1, 2004 (the "Effective Date") by and between Verizon New England Inc., doing business as Verizon New Hampshire, formerly known as New England Telephone and Telegraph Company, doing business as Bell Atlantic – New Hampshire ("Verizon"), and Cellco Partnership, doing business as Verizon Wireless, on behalf of itself and the other Verizon Wireless Parties listed on the signature page of this Amendment (Cellco Partnership and the other Verizon Wireless Parties are each hereinafter referred to as "Verizon Wireless"). (Verizon and Verizon Wireless may hereinafter be referred to, each individually, as a "Party," and, collectively, as the "Parties"). This Amendment covers services in the State of New Hampshire (the "State").

WITNESSETH:

WHEREAS, Verizon and Verizon Wireless are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 which was effective January 20, 2000 (the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to add provisions to govern the exchange of toll free service access code (e.g., 800/877/888) ("8YY") calls between the Parties.

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

1. The Parties agree that the terms and conditions set forth in the Toll Free Service Access Code Traffic Attachment attached hereto shall govern the exchange of toll free service access code calls between the Parties.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement,

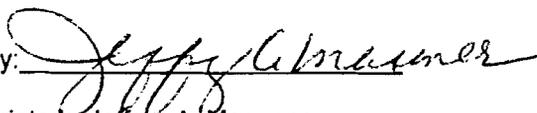
or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

3. 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.
4. 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 provision of this Amendment.
5. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 1 of this Amendment, and, except to the extent set forth in Section 1 of this Amendment, the terms and provisions of the Agreement shall remain in full force and effect after the Effective Date.

SIGNATURE PAGE

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

Verizon New England Inc.,
Doing Business As
Verizon New Hampshire

By: 

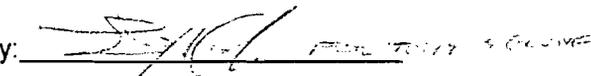
Printed: Jeffrey A. Masoner

Title: Vice-President – Interconnection
Services Policy & Planning

Verizon Wireless Parties:

Cellco Partnership,
Doing Business As
Verizon Wireless

New Hampshire RSA 2
Partnership, Doing Business
As Verizon Wireless, By
Cellco Partnership, its
General Partner

By: 

Printed: A. J. Melone

Title: Staff Vice President –
Network Operations Support

TOLL FREE SERVICE ACCESS CODE TRAFFIC ATTACHMENT

The following terms shall apply when either Party delivers toll free service access code (e.g., 800/877/888)("8YY") calls to the other Party. For the purposes of this Section, the terms "translated" and "untranslated" refers to those toll free service access code calls that have been queried ("translated") or have not been queried ("untranslated") to an 8YY database. Except as otherwise agreed to by the Parties, upon request of Verizon, all Verizon Wireless originating "untranslated" 8YY traffic will be routed over a separate One-Way Trunk group. In the event that Verizon Wireless is requested to establish additional trunks to comply with requirements of this Attachment, these trunk additions shall be completed by Verizon Wireless within sixty (60) calendar days from the initial date of request by Verizon, or other timeframe agreed to by the Parties.

- 1.1 When Verizon Wireless delivers translated 8YY calls to Verizon for completion,
 - 1.1.1 to an IXC, Verizon Wireless shall:
 - 1.1.1.1 provide an appropriate Exchange Message Interface ("EMI") record to Verizon for processing and meet point billing in accordance with the meet point billing provisions of this Agreement; and
 - 1.1.1.2 bill the IXC the Verizon Wireless query charge associated with the call.
 - 1.1.2 to Verizon or another LEC that is a toll free service access code service provider in the LATA, Verizon Wireless shall:
 - 1.1.2.1 provide an appropriate EMI record to the toll free service access code service provider; and
 - 1.1.2.2 to the extent permitted by FCC rulings or orders or interconnection agreements with other Parties, bill the toll free service access code service provider the applicable Verizon Wireless switched access or reciprocal compensation rates and the Verizon Wireless query charge.
 - 1.1.2.3 Verizon shall bill applicable tandem transit service charges and associated passthrough charges to Verizon Wireless.
- 1.2 When Verizon performs the query and delivers translated 8YY calls, originated by Verizon's or another LEC's Customer,
 - 1.2.1 to Verizon Wireless should it become a toll free service access code service provider, Verizon shall:
 - 1.2.1.1 bill Verizon Wireless the Verizon query charge associated with the call; and
 - 1.2.1.2 provide an appropriate EMI record to Verizon Wireless; and
 - 1.2.1.3 bill Verizon Wireless Verizon's tariffed FGD switched exchange access or reciprocal compensation rates as applicable.

- 1.3 When Verizon Wireless: delivers untranslated 8YY calls to Verizon for completion,
 - 1.3.1 to an IXC, Verizon shall:
 - 1.3.1.1 query the call and route the call to the appropriate IXC; and
 - 1.3.1.2 provide an appropriate EMI record to Verizon Wireless, upon request of Verizon Wireless, to facilitate billing to the IXC; and
 - 1.3.1.3 bill the IXC the Verizon query charge associated with the call and any other applicable Verizon charges.
 - 1.3.2 to Verizon or another LEC that is a toll free service access code service provider in the LATA, Verizon shall:
 - 1.3.2.1 query the call and route the call to the appropriate LEC toll free service access code service provider; and
 - 1.3.2.2 provide an appropriate EMI record to Verizon Wireless, upon request of Verizon Wireless, to facilitate billing to the LEC toll free service access code service provider; and
 - 1.3.2.3 bill the LEC toll free service access code service provider the query charge associated with the call and any other applicable Verizon charges.
- 1.4 Verizon will not direct untranslated toll free service access code call to Verizon Wireless.