BEFORE THE

NEW HAMPSHIRE

PUBLIC UTILITIES COMMISSION

Consolidated Communications of Northern New England Company, LLC

Docket - DT 19-041

Petition For Approval of Modifications to the Wholesale Performance Plan

Consolidated's Reply Brief on Change of Law

INTRODUCTION

Pursuant to the June 10, 2019 Secretarial Letter issued in the above-captioned proceeding, Consolidated Communications of Northern New England Company, LLC d/b/a Consolidated Communications – NNE ("Consolidated" or the "Company") submits its reply brief on the change of law issue identified in the Secretarial Letter.

The issue the Commission requested the parties to brief is a discrete and narrow one: "Do the FCC Forbearance Orders constitute a change of law as contemplated by Section K of the WPP?" The CLECs' initial brief not only goes beyond this narrow question, it reads into the change of law provision language that does not exist, misapprehends the FCC's Forbearance Orders[1] and fails to consider the narrow role Congress afforded the states under Section 271 of the Communications Act of 1934, as amended and including as amended by the Telecommunications Act of 1996 (the "Act").

[1] Capitalized terms not defined in this reply brief are as defined in Consolidated's initial brief.

ARGUMENT

A. The Unambiguous Language of the Change of Law Provision Neither Requires the Change to be "Legally Binding" Nor Limits the Change to Decisions that By Their Own Force "Alter or Preempt" the WPP.

The CLEC's first argue that the Forbearance Orders do not trigger the change of law provision in the WPP because the orders are not "legally binding." (CLEC Br. at 2.) However, this "legally binding" language emphasized by the CLECs does not appear in the change of law provision of the WPP. The provision states:

> **If any** legislative, **regulatory,** judicial **or other governmental decision, order, determination or action substantively affects any material provision of this WPP**, FairPoint and the parties to the respective Commission and Board dockets will promptly convene negotiations in good faith concerning **revisions to the WPP that are required to conform the Plan to applicable law**. (Emphasis added.)

Because the question here is one of contract interpretation, the Commission is guided by the plain language of the change of law provision in the WPP. (Consolidated Br. at 8-10.) Just as the CLECs cannot insert "legally binding" into the change of law provision, nor can they bootstrap a Black's Law Dictionary definition of "binding" onto the change in law provision in the WPP. (CLEC Br. at 2.) Because the change of law provision does not include the term "legally binding," the CLECs' reliance upon this term must be rejected.

Likewise, the CLECs' reliance on *Puerto Rico Telephone Co. v. SprintCom, Inc.*, 662 F.3d 74 (1st Cir. 2011) ("*PRTC*") is misplaced. In *PRTC* the FCC order at issue expressly stated that it did not apply to existing contracts, except to the extent the parties were entitled to invoke change of law provisions. It was undisputed that the parties in that case had an existing contract and, consequently, the question presented was whether the FCC order triggered the specific change of law provision in the existing agreement. As here, the question was one of contract interpretation. The relevant contract language in that case stated:

> The parties agree that if … a regulatory agency or court having jurisdiction **alters or preempts** the effect of this Agreement, then … the parties shall immediately commence good faith negotiations to conform this Agreement with any such decision, rule, regulation or preemption.

Id. at 90 (emphasis added). The First Circuit held that the relevant FCC order did not trigger the parties' change of law provision because it did not, by its own force, alter the agreement. *Id.* at 92. The Court reasoned that "[a] natural reading of this language indicates that it is only triggered where a regulatory agency itself as a matter of law alters or preempts the effect of the Agreement." *Id.* In fact, the FCC's order at issue in that decision expressly stated that it did **not** apply to existing contracts.

The change of law provision in the WPP here is much broader than the provision reviewed in *PRTC*. The Consolidated WPP contains broad language triggering the provision when "**any** legislative, regulatory, judicial or other governmental decision, order, determination or action substantively affects any material provision of this WPP . . . ." The CLECs ignore this broad, unambiguous language. Because the WPP is not limited to decisions that, by their own force, "alter" or "preempt" the parties' contract, the CLECs' reliance upon *PRTC* is completely misplaced.[2]

Consolidated's interpretation of the WPP change of law provision is consistent with the intention of the parties. As discussed in Consolidated's initial brief, the only disagreement between the CLECs and Consolidated's predecessor (FairPoint) when the WPP was negotiated in 2013 was whether Consolidated could unilaterally determine that a change in law had occurred. It was precisely because of the broad language of the change in law provision that the CLECs insisted upon PUC oversight over the implementation of a change in law. Specifically, the

[2] Consolidated relies upon and incorporates herein its initial brief, which explains how the Forbearance Orders substantively affect the material provisions of the WPP.

CLECs characterized the language of the WPP in 2013 as "very broadly encompassing" any "decision, order, determination or action, or any change in applicable law." *Northern New England Telephone Operations, LLC d/b/a FairPoint Communications – NNE, Petition for Approval of Simplified Metrics Plan and Wholesale Performance Plan,* Docket No. DT 11-061, Reply Brief of the CLECs at 7 (Dec. 3. 2013).

The CLECs can't be allowed to "eat their cake and have it, too." They argued in 2013 that, given the breadth of the WPP's change of law provision, the Commission should be involved in the implementation of any future change in law. Having made that argument and received what they wanted from the Commission in that proceeding, they cannot now be allowed to argue that the same clause is extremely narrow and can only be triggered by a change in state law. Yet this is a significant theme throughout the CLECs' initial brief. (*E.g.*, CLEC Br. at 2-3 and 5-10.) Again, nothing in the actual language of the WPP's change of law provision supports the CLECs' argument that the it could be triggered only by a change in state law. The CLECs' numerous efforts to insert new words into the WPP's change of law provision and limit language that the CLECs themselves previously characterized as "very broadly encompassing" should be rejected by the Commission as contrary to the plain language of the WPP.

B. The WPP Arose Out of Federal Law and is Not a Creature of State Law.

In advancing their arguments, the CLECs completely ignore the context in which the WPP and its predecessor PAP were negotiated. Contrary to the CLECs' arguments, the WPP was not created to comply with any state law. Notably, the CLECs' initial brief fails to identify any language in the WPP stating that it is based on state law or citing any provision of New Hampshire law upon which the WPP is based. Instead, they rely on declarations without basis in fact or law. (*See, e.g.,* CLEC Br. at 6: "Because states have jurisdiction [to administer] these plans, the applicable law for any change of law analysis is the governing state law.") As

Consolidated demonstrated in detail in its initial brief, the WPPs unquestionably arose from federal law, and the state public utility commissions merely supported the PAP/WPP constructs in conjunction with their very narrow consultative roles provided for in Section 271 of the Act. (Consolidated Br. at 2-4 and 12-13.) Indeed, the WPP only measures performance of Section 271 competitive checklist items; it does not measure any obligation imposed by any state statute or regulation.

Tellingly, when the WPP was created with this Commission's assistance as a "simplified version of the PAP," the CLECs emphasized the role of Section 271 of the Act:

> The requirement that FairPoint's predecessor in interest, Verizon, implement a Performance Assurance Plan (PAP) in each of the three States arose out of Verizon's efforts to obtain authority to provide in-region, inter LATA services **pursuant to Section 271 of the Telecommunications Act of 1996** (TelAct). **Section 27l(d)(2)(B) of the TelAct required the Federal Communications Commission (FCC) to consult with the regulatory commission of each state to ensure compliance with the requirements of competitive checklist contained in subsection 271(c) of the Act.** Maine, New Hampshire, and Vermont ultimately reported to the FCC that, in their opinion, Verizon met the Section 271 checklist set out in the statute. **In each case, however, the Commission conditioned its positive recommendation to the FCC on the inclusion of a self-executing PAP created and designed to ensure Verizon's continued compliance with the requirements of Section 271. In other words, the PAP was intended to deter backsliding in the provision of wholesale services deemed critical to competitive carriers.**

Northern New England Telephone Operations, LLC d/b/a FairPoint Communications – NNE, Petition for Approval of Simplified Metrics Plan and Wholesale Performance Plan, Docket No. DT 11-061, Initial Brief of the CLECs at 4 (emphasis added; footnote omitted).

Thus, when the WPP was negotiated, the CLECs acknowledged that it was a creature of federal law.[3] When it inured to their benefit, the CLECs emphasized that federal law necessitated the WPP. Confronted with express findings by the FCC that (i) the local markets

[3] The Staff of the New Hampshire Public Utilities Commission made a similar acknowledgement. *See Petition for Approval of Simplified Metrics Plan and Wholesale Performance Plan – Revised*, DT 11-061, Staff Recommendation at 1 ("The new performance assurance plan measures FairPoint's performance in providing **federally mandated** wholesale services and is referred to as the wholesale performance plan or WPP.") (NH PUC Staff Jan. 7. 2014) (emphasis added).

have been transformed and (ii) forbearance of Section 271 checklist items is in the public interest on two separate occasions, the CLECs do an "about face" and argue that the WPP is rooted in state law. However, they cite no substantive state law upon which the WPP is based. Indeed, that is because no such state law exists in New Hampshire.

C. The First Circuit Has Confirmed that the State's Role in Section 271 is Limited to Consultation, and Any State Law Attempting to Duplicate Section 271 Competitive Checklist Items is Preempted by Federal Law.

The CLECs' arguments that the WPP arose from state law and its change of law provision can only be triggered by a change in state law is contrary to the First Circuit's decision in *Verizon New England, Inc. v. Maine Public Utilities Commission*, 509 F.3d 1 (1st Cir. 2007). In that decision, the First Circuit considered appeals from lower court decisions issued by trial courts from the District of Maine and the District of New Hampshire that shared common legal issues involving Sections 251-252 and Section 271. After its description of the "complicated dual regime" of regulation under Sections 251-252 and 271,[4] the First Circuit framed the issues on appeal as follows:

> Each case involves an application by Verizon under section 271 to enter the long-distance market--in one case from Maine, in the other from New Hampshire. In each instance, the

[4] As the First Circuit explained:

> [S]ections 251-52 require that the incumbents provide competitors various "network elements" (*e.g.*, local loops), as specified by the FCC from time to time, on an "unbundled" basis (such elements are commonly called "UNEs"). 47 U.S.C. § 251(c)(3). The pricing for such elements is determined by inter-carrier agreement or, if they fail to agree, by arbitration under state-commission supervision and subject to review in federal courts. *Id.* § 252(a). The FCC, with court backing, ultimately determined that such prices should be based on total long run incremental costs ("TELRIC" rates), which are highly favorable to the competitors.
>
> * * * *
>
> Until recently, there was a substantial overlap between what the FCC deemed required UNEs under sections 251-52 and the statutory list in section 271. But, as a result of FCC orders in 2003 and 2005, a number of the UNEs have been "delisted," so that incumbents including RBOCs are no longer required to provide them under sections 251-52. Further, where section 271 still requires network elements by RBOCs who provide long distance service, the FCC has said that TELRIC pricing would be inappropriate and that the traditional "just and reasonable" standard would apply, likely generating higher prices to be paid by the competitors.

Id. at 4-5 (footnotes and citations omitted).

> resulting district court litigation has posed the question whether the state commission can insist (despite delisting [from Section 251-252]) that Verizon continue to provide the disputed network elements and do so at TELRIC pricing.

Id. at 7.

When examining Maine and New Hampshire's authority conferred by Section 271, the First Circuit concluded that the states' roles under Section 271 is limited to consultation only; all other authority under Section 271 being vested with the FCC by Congress:

> On appeal, the state commissions argue *inter alia* that they can determine what elements Verizon is required to provide under section 271 and can set rate policy for those elements. . . .
>
> We hold that the states' position is at odds with the statutory language, history and policy of section 271 and most relevant precedent. Sections 251-52 provide for a dual federal-state regime: the FCC determines what UNE elements must be provided and sets pricing policy; state commissions oversee the adoption of agreements or SGATs providing such UNEs to competitors at prices based on those principles. 47 U.S.C. § 252(a), (b), (e), (f). . . . .
>
> **By contrast, *authority* under section 271 is granted exclusively to the FCC.** The FCC decides whether to grant section 271 approval; **states have no more than a right to express views.** 47 U.S.C. § 271(d)(2)(B), (3). The power to enforce the provision falls under the FCC's general powers, *id.* § 271(d)(6); and the right to set prices for the elements flows from the FCC's power to set just and reasonable rates, *id.* §§ 201-202. **The contrast confirms that when Congress envisaged state commission power to implement the statute, it knew how to provide for it.**
>
> **The state commission's statutory arguments are unconvincing. That the states have an explicit consultative role under section 271 works against, rather than for, their claim of other powers.**

Id. at 7 (italic emphasis is Court's; bold emphasis added; citations and footnotes omitted).

Thus, by comparing the "dual federal-state regime" enacted by Congress for Section 251-252, to the more limited consultation-only role Congress gave the states under Section 271, the First Circuit concluded that the states received no grant of authority under Section 271 to determine which network elements RBOCs must provide or the pricing for those elements. Those determinations (and all other Section 271

determinations other than the state's role of consultation) were granted solely to the FCC by Congress.

When New Hampshire and Maine asserted that their orders were supported by independent state law authority, the First Circuit rejected those arguments with similar force:

> Neither state agency spends much time identifying pertinent state statutes or rules to support the orders. But, as already noted, interconnection affects both intrastate as well as interstate services . . .; and state utility statutes tend to be broadly drafted. Yet even if state utility statutes might otherwise authorize state regulation of facilities that affect intrastate and interstate commerce, the real barrier to the present claims grounded in state law is federal preemption.
>
> State regulation, even when authorized by local law, must give way not only "where Congress has legislated comprehensively" in a field with an aim to occupy it, but also "where the state law stands as an obstacle to the accomplishment and execution of the full objectives of Congress." **In this case both of the specific outcomes that the state agencies seek to dictate are in direct conflict with specific FCC policies adopted pursuant to its authority under the 1996 Act.**
>
> **One issue is whether the states can require that section 271 elements be priced at TELRIC rates. The FCC orders provide carriers the authority to charge the potentially higher just and reasonable rates, in order to limit subsidization and to encourage investment by the competitors. To allow the states to require the lower TELRIC rates directly conflicts with, and undercuts, the FCC's orders. Under preemption principles the state orders must in this respect give way.**
>
> **The other issue is whether the states can require the RBOCs to provide to competitors unbundled elements that have been delisted under sections 251-52 and are not within the list of elements required under section 271. . . . The problem for the states is the FCC's delisting was intended to free the carriers from such compulsion.**
>
> Depending on the circumstances, making a monopolist share what used to be called "essential facilities" can promote competition; but it can also retard investment, handicap competition detrimentally, and discourage alternative means of achieving the same result that could conceivably enhance competition in the long run. This view underlies the delisting order. **For a state to require such sharing where the FCC thinks compulsion is detrimental is no different than insistence on TELRIC pricing in contravention of the FCC's mandate for a different pricing scheme.**

Id. at 8-9 (emphasis added; citations and footnotes omitted).

The First Circuit's decision directly refutes the CLEC's argument that the change of law provision can only be triggered by a change in state law. Not only is the Section 271 role of the states limited to "consultation" with the FCC, but states are preempted from enacting laws that are

contrary to the FCC's determinations, including determinations that certain network elements (UNEs in the case of Section 251-252) should be delisted in the public interest. Given all of these factors, the CLECs' argument that the WPP's change of law provision can only be triggered by a change in state law, and not the FCC's Forbearance Orders, must be rejected. The CLECs have always recognized that the WPP is based on an RBOC's federal law obligations, and FCC orders delisting those obligations because they are no longer in the public interest[5] are precisely the type of governmental action that would naturally trigger the change of law provision in the WPP. This conclusion is not only based in common sense, it is precisely what the WPP expressly provides: "If any . . . regulatory . . . order . . . substantively affects any material provision of this WPP, FairPoint and the parties [will conform the WPP to the change of law]."

D. The CLECs Attempt to Divert the Commission from the Change of Law Provision by Referring to Matters Outside the Record and Which Have No Bearing on the Narrow Issue the Commission Identified in the Secretarial Letter.

The CLECs' initial brief asserts several arguments that the Commission should swiftly reject because they have no bearing on the narrow legal issue identified by the Commission and are not supported by any record evidence.

First, the CLECs contend that Consolidated's arguments should be rejected because Consolidated did not invoke the change of law provision in 2015. Contrary to the CLECs' argument, Consolidated never waived its right to invoke the change of law provision and it has every right to invoke it now. Notably, the CLECs do not claim any prejudice by Consolidated raising the change in law issue now that the FCC has granted forbearance as to all of the Section

[5] *See* Consolidated Br. at 13-16 (discussing the FCC's determinations that it is in the public interest to grant forbearance as to all of the competitive checklist items).

271 competitive checklist items.[6] Moreover, the Commission's interpretation of the plain and unambiguous change of law provision is guided by principles of contract interpretation under New Hampshire law. It is not guided by what the parties may or may not have done after entering into the contract.

Second, the CLECs seek to divert the Commission's attention away from the language of the WPP by focusing on a footnote in the 2015 Forbearance Order asserting that "[n]othing in this Order prevents states from enforcing existing state requirements and/or adopting new provisions similar or equivalent to any of those from which we forbear here based on authority they have under state law." 2015 Forbearance Order at ¶ 2, n.4. This statement is a reference to provisions of state law that are similar or equivalent to the Section 271 competitive checklist items delisted by the 2015 Forbearance Order. As discussed above, however, no New Hampshire statute or Commission regulation requires Consolidated to provide the Section 271 competitive checklist items. Notwithstanding the FCC's footnote, even if such a law or regulation were enacted, pursuant to *Verizon New England*, that statute or regulation would be preempted in the First Circuit by the FCC's Forbearance Orders delisting the Section 271 competitive checklist items in their entirety. *Verizon New England*, 509 F.3d at 8-9 (upholding on federal preemption grounds decision of Federal District Court for District of New Hampshire rejecting state law as independent basis for New Hampshire PUC to require Consolidated's predecessor to provide Section 251-252 UNEs delisted by the FCC).

It is noteworthy, indeed, that the FCC did not repeat in its 2019 Forbearance Order the footnote from the 2015 Forbearance Order that the CLECs emphasize. The FCC did, however,

[6] Nor do the CLECs explain why it is in the public interest to continue to require Consolidated to incur the burden and costs of measuring its provision of interconnection services, resale and access to unbundled network elements on a non-discriminatory basis, which the FCC has found to be no longer in the public interest.

explain in its 2019 order why no longer enforcing "unnecessary, outdated, and burdensome regulations" is in the public interest:

> 1. In section 10 of the Communications Act, Congress gave the Commission the authority to forbear from enforcing statutory provisions and regulations that are no longer necessary in light of changes in the industry. **Today, we exercise that authority to grant relief from certain requirements that were first established more than two decades ago—in the early days of Bell Operating Company (BOC) entry into the long-distance telephone service market. At the time, Congress and the Commission had concerns about the ability of BOCs and other incumbent carriers to leverage their monopolies in the local telephone service market to dominate the long-distance market. Since then, the communications marketplace has undergone tremendous transformation, and these requirements have outlived their usefulness.** Accordingly, in this Memorandum Opinion and Order, we act on portions of a petition for forbearance filed by USTelecom—The Broadband Association (USTelecom). Specifically, we grant forbearance from: . . . (3) the redundant statutory requirement that BOCs provide nondiscriminatory access to poles, ducts, conduit, and rights-of-way. **In taking this action, we continue the Commission's efforts to eliminate unnecessary, outdated, and burdensome regulations that divert carrier resources away from deploying next-generation networks and services to American consumers.**

2019 Forbearance Order, ¶ 1 (emphasis added).

Since the First Circuit's 2007 decision in *Verizon New England*, the Sixth, Seventh, Eighth, Ninth and Eleventh Circuits have agreed, holding that the 1996 Act does not authorize state commissions to implement Section 271 terms:

> As a Bell operating company, AT & T must comply with the requirements of § 271, including those requirements that the FCC has removed from the purview of § 251. But the authority of state regulatory commissions under § 271 is limited. The FCC alone enforces § 271, subject only to the requirement that it "consult" with state commissions "to verify the compliance of the Bell operating company" with the statute's substantive mandates. 47 U.S.C. § 271(d)(2)(B), (d)(6). None of this gives state commissions authority to enforce § 271, as every federal court of appeals to consider the issue has concluded. *See Verizon New England, Inc. v. Maine Pub. Utils. Comm'n,* 509 F.3d 1, 7–8 (1st Cir.2007); *Ill. Bell Tel. Co. v. Box,* 548 F.3d 607, 613 (7th Cir.2008); *Sw. Bell Tel., L.P. v. Mo. Pub. Serv. Comm'n,* 530 F.3d 676, 682–83 (8th Cir.2008); *Qwest Corp. v. Ariz. Corp. Comm'n,* 567 F.3d 1109, 1116 (9th Cir.2009); *BellSouth Telecomms., Inc. v. Ga. Pub. Serv. Comm'n,* 555 F.3d 1287, 1288 (11th Cir.2009). If the commission thinks AT & T is not honoring its § 271 obligations, the 1996 Act gives the commission recourse: file a complaint with the FCC. *See* 47 U.S.C. § 271(d)(6)(B).

BellSouth Tel., Inc. v. Kentucky Pub. Serv. Comm'n, 669 F.3d 704, 708 (6th Cir. 2012).

Under this well-established weight of authority from federal Courts of Appeal, including the First Circuit, it is clear that states could not impose Section 271 requirements through either the limited authority conferred under Section 251 or independent authority claimed under state law. Accordingly, arguments that there is no change of law here because the Section 271 items are or could be treated as obligations under Section 251 must fail; only the FCC can enforce Section 271 and it has expressly found that enforcement of the competitive checklist items is no longer in the public interest. In light of these clear and unequivocal rulings, the Commission should not allow the select footnote plucked by the CLECs from the FCC's 2015 Forbearance Order to divert attention from the clear, unambiguous and broadly worded change of law provision in the WPP.

Third, the CLECs try to muddy the waters of the proper interpretation of the WPP by referring to how other companies have responded to the FCC's Forbearance Orders. The CLECs argue Consolidated's arguments should be rejected based on an unsubstantiated assertion that other RBOCs have not asserted a change of law based upon the FCC's Forbearance Orders. (CLEC Br. at 4-5.) There is nothing in the record, however, whether any of the other RBOCs have a WPP (as opposed to a PAP), and even if they do whether their WPP has a change in law provision with language that matches Consolidated's WPP.[7] In fact, the change of law provision at issue here was intentionally negotiated into the WPP well after the FairPoint-Verizon merger; it was not a term of the Verizon PAP. In short, what action other RBOC's have or have not taken in light of the Forbearance Orders has absolutely no bearing on the narrow issue on which the Commission requested briefing: whether **this** WPP's change of law provision is triggered by the Forbearance Orders.

[7] Nor is it clear from the CLECs' initial brief the extent to which those other companies are within the jurisdiction of the First Circuit's decision in *Verizon New England* and the extent to which those companies have assessed whether their state regulatory agency would feel bound by the holding of that decision.

E. Summary of Argument

The following points are undisputed and overwhelmingly lead to the conclusion that the FCC's Forbearance Orders constitute a change of law pursuant to the WPP:

Section 271 is the Substantive Law Upon Which the WPP is Based.

> The CLECs argued to the Commission in 2013 that the WPP is based on Consolidated's (then FairPoint's) Section 271 obligations. (Consolidated Reply Br. at 4-6.)
>
> The New Hampshire PUC's Staff made a similar acknowledgement. (*Id.* at 5, n. 3.)

The Change of Law Provision in the WPP is Broad.

> The plain language of the change of law provision includes: "If **any** legislative, **regulatory,** judicial **or other governmental decision, order, determination or action substantively affects any material provision of this WPP** . . . ."
>
> In 2013, the CLECs previously argued before this Commission that the change of law provision uses "very broadly encompassing" language to define the scope of government action that could trigger the change of law provision. They cannot now be allowed to argue that the same language is exceedingly narrow and can only be triggered by a change in state law. (*Id.* at 3-4.)

The FCC Has Determined Unequivocally that Enforcement of the Section 271 Checklist Items is No Longer in the Public Interest.

> The FCC was crystal clear: Since Section 271 was adopted two decades ago, the communications marketplace has undergone tremendous transformation and the delisted items have outlived their usefulness. (*Id.* at 10-11; Consolidated Br. at 13-16.)

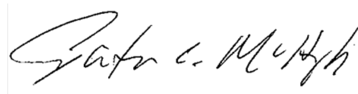
CONCLUSION

For all of the reasons stated above, Consolidated respectfully requests that the Commission issue an order: (a) confirming that the FCC Forbearance Orders are a change in law and trigger the Change of Law provision in the WPP; (b) granting Consolidated the relief

requested in its Amended and Restated Petition filed in this proceeding on May 14, 2019; and (c) granting such additional and further relief as is just and reasonable in the circumstances.

Dated at Manchester, New Hampshire, this 12th day of July, 2019.

CONSOLIDATED COMMUNICATIONS OF NORTHERN NEW ENGLAND COMPANY, LLC D/B/A/ CONSOLIDATED COMMUNICATIONS – NNE

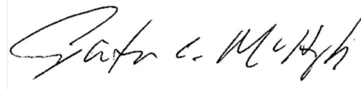


____

Patrick C. McHugh, Esq.
770 Elm Street
Manchester, NH 03101
(603) 591-5465
Patrick.McHugh@Consolidated.com
Counsel for Consolidated Communications of Northern New England Company, LLC d/b/a Consolidated Communications – NNE

Certificate of Service

I hereby certify that on this 12th day of July, 2019, the undersigned caused a copy of the foregoing to be hand-delivered and/or sent via electronic mail to the lntervenors in this Docket and the Commission's Staff.



Patrick C. McHugh, Esq.