

DT12-344

DEVINE  
MILLIMET

ATTORNEYS AT LAW

November 29, 2012

HARRY N. MALONE  
T 603.695.8532  
HMALONE@DEVINEMILLIMET.COM

**VIA HAND DELIVERY**

Debra Howland, Executive Director &  
Secretary  
NH Public Utilities Commission  
21 S. Fruit Street, Suite 10  
Concord, NH 03301



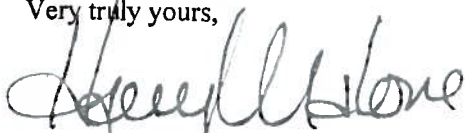
Re: DT 12-\_\_\_\_; Petition for Approval of Amendment to Traffic Exchange  
Agreement Between Granite State Telephone, Inc. and United States Cellular  
Corporation

Dear Ms. Howland:

Enclosed please find an original and six copies of a Petition for Approval of  
Amendment to Traffic Exchange Agreement Between Granite State Telephone, Inc. and  
United States Cellular Corporation.

A compact disk containing the Petition is also enclosed.

Very truly yours,

  
Harry N. Malone

HNM:aec

cc: Office of Consumer Advocate

Enclosures

STATE OF NEW HAMPSHIRE  
BEFORE THE  
PUBLIC UTILITIES COMMISSION

DT 12-\_\_\_\_

**Petition for Approval of Amendment to Traffic Exchange Agreement Between  
Granite State Telephone, Inc. and United States Cellular Corporation**

Granite State Telephone, Inc. ("GST"), a New Hampshire corporation engaged in business as a telephone utility and an incumbent local exchange carrier subject to the jurisdiction of this Commission, respectfully represents as follows:

1. GST has its principal place of business in South Weare, New Hampshire and provides wireline telecommunication service to the towns of Chester, East Deering, Hillsborough Upper Village, Sandown, Washington, Weare and Windsor as well of sections of the towns of Antrim, Auburn, Derry, Hopkinton and New Boston.
2. United States Cellular Corporation ("U.S. Cellular") has principal offices at 8410 West Bryn Mawr Avenue, Suite 700, Chicago, Illinois 60631.
3. Pursuant to 47 U.S.C. §251(a), GST and U.S. Cellular (or its predecessors) have entered into a Wireless Interconnection and Reciprocal Compensation Agreement executed effective as of April 15, 2006 (the "Agreement").
4. The Agreement sets forth the terms and conditions pursuant for GST and U.S. Cellular to interconnect, exchange traffic and compensate one another.
5. On November 18, 2011, the Federal Communications Commission issued a Report and Order and Further Notice of Proposed Rulemaking in a number of proceedings, including CC Docket No. 10-90 (the "USF/ICC Transformation Order"). Among other things,

the USF/ICC Transformation Order provides that non-access telecommunications traffic exchanged between GST and U.S. Cellular on and after July 1, 2012 shall be exchanged on a "bill and keep" basis.

6. An amendment giving effect to this provision has been executed by GST and U.S. Cellular effective July 1, 2102 and is attached hereto ("Amendment"). This Amendment also addresses the treatment of access traffic between the parties, as well as interconnection and call signaling matters.

7. GST is submitting the Amendment to the Commission pursuant to 47 U.S.C. §252(e), which provides for the Commission to either "approve or reject the agreement with written findings as to any deficiencies" and further provides that this Commission may only reject the Amendment if "the agreement (or a portion thereof) discriminates against a telecommunications carrier not a party to the agreement...[or] the implementation of agreement or portion is not consistent with the public interest, convenience and necessity."

8. GST knows of no grounds for rejection of the Amendment.

WHEREFORE, GST respectfully requests that this Commission approve the  
Amendment.

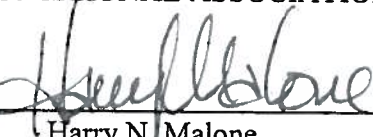
Respectfully submitted,

GRANITE STATE TELEPHONE, INC.

By its Attorneys,  
DEVINE, MILLIMET & BRANCH,  
PROFESSIONAL ASSOCIATION

Dated: November 29, 2012

By:

  
\_\_\_\_\_  
Harry N. Malone  
111 Amherst Street  
Manchester, NH 03101  
(603) 695-8532  
hmalone@devinemillimet.com

**AMENDMENT NO. 1  
TO THE WIRELESS INTERCONNECTION AND  
RECIPROCAL COMPENSATION AGREEMENT  
BY AND BETWEEN  
GRANITE STATE TELEPHONE, INC. AND U.S. CELLULAR**

This is an Amendment ("Amendment") to the Interconnection and Reciprocal Compensation Agreement by and between Granite State Telephone, Inc. ("Granite State") and United States Cellular Corporation ("U.S. Cellular"), jointly the "Parties".

**RECITALS**

WHEREAS, the Parties, or their predecessors in interest, previously entered into a Wireless Interconnection and Reciprocal Compensation Agreement ("Original Agreement"), pursuant to 47 U.S.C. §§251/252, effective April 15, 2006; and

WHEREAS, the Federal Communications Commission ("FCC") released on November 18, 2011 a "Report and Order and Further Notice of Proposed Rulemaking" in *Connect America Fund, A National Broadband Plan for Our Future, Establishing Just and Reasonable Rates for Local Exchange Carriers, High-Cost Universal Service Support, Developing an Unified Intercarrier Compensation Regime, Federal-State Joint Board on Universal Service, Lifeline and Link-Up, Universal Service Reform – Mobility Fund*, WC Docket Nos. 10-90, 07-135, 05-337, 03-109, GN Docket No. 09-51, CC Docket Nos. 01-92, 96-45, WT Docket No. 10- 208, FCC 11-161 ("*USF/ICC Transformation Order*"), as modified by Order on Reconsideration (rel. Dec. 23, 2011) ("*USF/ICC Transformation Order on Reconsideration*") (collectively referred to as the "*USF/ICC Transformation Orders*"); and

WHEREAS, the Original Agreement contains a "change in law" provision that authorizes the Parties to amend the Agreement to comport with a change in law.

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, the Parties hereby agree as follows:

**AGREEMENT**

**A. Definitions**

1. "Bill-and-Keep" arrangements are those in which carriers exchanging telecommunications traffic do not charge each other for specific transport and/or termination functions or services as defined in 47 C.F.R. § 51.713.
2. "InterMTA Traffic" means telecommunications traffic exchanged between a LEC and a CMRS provider that, at the beginning of the call, originates in one Major Trading Area ("MTA"), as defined in 47 C.F.R. §24.202(a), and terminates in another MTA.
3. "Non-Access Telecommunications Traffic" (IntraMTA Traffic) means telecommunications traffic exchanged between a LEC and a CMRS provider that, at the beginning of the call, originates and terminates within the same MTA as defined by the FCC in 47 C.F.R. 51.701.

**B. Amendment Terms**

Notwithstanding anything to the contrary in the Agreement, including any amendments to the

Agreement, pursuant to the FCC's USF/ICC Transformation Order, effective for traffic exchanged on and after July 1, 2012, Bill-and-Keep shall be the compensation methodology for Non-Access Telecommunications Traffic exchanged between Granite State and U.S. Cellular.

1. In accordance with FCC Rule 47 C.F.R. §51.709(c) for Non-Access Telecommunications Traffic exchanged between Granite State and U.S. Cellular, Granite State will be responsible for transport to U.S. Cellular's interconnection point when it is located within Granite State's service area. When U.S. Cellular's interconnection point is located outside Granite State's service area, Granite State's transport and provisioning obligation stops at its meet point and U.S. Cellular is responsible for the remaining transport to its interconnection point.
2. The Parties agree to pass all required signaling information, including Calling Party Number ("CPN") and the Calling Party's Charge Number ("CN") in the appropriate SS7 ISDN User Part ("ISUP") fields or CPN and CN in the appropriate multi-frequency ("MF") fields, as required by the FCC in 47 C.F.R. § 64.1601(a). In the event that either Party acts as an intermediary on any call, the Party shall pass unaltered to subsequent providers in the call path signaling information identifying the telephone number, or billing number, if different, of the calling party that is received with a call.
3. The chart in Section 17.10.1 Notices shall be replaced by the following chart:

<b>Granite State Telephone Company, Inc.</b>	<b>U.S. Cellular</b>
<u>For Official Notices:</u>  Granite State Telephone, Inc. 600 South Stark Highway P.O. Box 87 South Weare, NH 03281-0087 Attn: William Stafford Phone: 603-529-9941	<u>For Official Notices:</u>  Mike Dienhart Senior Director, National Network Planning United States Cellular Corporation 8410 West Bryn Mawr Avenue, Suite 700 Chicago, IL 60631 Phone: (773) 399-7070 Fax: (773) 399-4832 Email: <a href="mailto:Mike.Dienhart@uscellular.com">Mike.Dienhart@uscellular.com</a>
<u>For Billing:</u>  Granite State Telephone, Inc. 600 South Stark Highway P.O. Box 87 South Weare, NH 03281-0087 Attn: Karen Remillard	<u>With copy to:</u>  Stephen P. Fitzell c/o Sidley Austin LLP One South Dearborn Chicago, IL 60603 Phone: (312) 853-7379 Fax: (312) 853-7036 Email: <a href="mailto:sfitzell@sidley.com">sfitzell@sidley.com</a>  <u>For Billing:</u> Manager – Telco Billing United States Cellular Corporation P.O. Box 31790 Chicago, IL 60631-0790 Phone: 773-399-4281

4. This Amendment shall be effective July 1, 2012.
5. This Amendment shall remain effective as long as the Original Agreement remains effective between the Parties, subject to future changes of law or written amendments mutually agreed to by the Parties.
6. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented without the written consent thereto by both Parties' authorized representatives.
7. Except as expressly set forth herein, the terms and conditions of the Original Agreement shall remain in full force and effect without change.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

United States Cellular Corporation




Authorized Signature

David Fiala

Name Printed/Typed

Director, Telco Billing, Contracts &  
Number Management  
Title



Date

Granite State Telephone, Inc.



Authorized Signature

Susan Rand King

Name Printed/Typed

President

Title



Date