

THOMAS, LONG,
NIESEN & KENNARD

Attorneys and Counsellors at Law

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May 4, 2012

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
400 North Street, Filing Room
Harrisburg, PA 17101

Re: Petition for Approval of Interconnection Agreement

Dear Secretary Chiavetta:

Enclosed for filing please find an original and three (3) copies of the Petition for Approval of Interconnection Agreement between Consolidated Communications of Pennsylvania Company ("CCPA") and TCG Pittsburgh ("TCG").

Service has been made upon all parties pursuant to the attached Certificate of Service.

If you have any questions, please do not hesitate to contact me.

Sincerely,

THOMAS, LONG, NIESEN & KENNARD

By:


Norman J. Kennard

cc: Michael Shultz
Joan Ferrance
Per Certificate of Service

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Petition of Consolidated Communications :
of Pennsylvania Company and TCG : Docket No. _____
Pittsburgh for Approval of an Interconnection :
Agreement Under Sections 251 and 252 of :
the Telecommunications Act of 1996 :

**PETITION OF CONSOLIDATED COMMUNICATIONS
OF PENNSYLVANIA COMPANY AND TCG PITTSBURGH
FOR APPROVAL OF AN INTERCONNECTION AGREEMENT**

Consolidated Communications of Pennsylvania Company (“CCPA”) hereby requests that the Pennsylvania Public Utility Commission (“Commission”) review and approve the attached agreement between CCPA and TCG Pittsburgh (“TCG”) pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, 47 U.S.C. §§ 251 and 252 (the “Act”). In support of this request, Consolidated states as follows:

1. The Agreement was arrived at through good faith negotiations between the parties as contemplated by Section 252 of the Act and provides for interconnection as addressed in Section 251 of the Act.

2. Pursuant to Section 252€(2), the Commission may only reject a negotiated agreement if it finds that (1) the agreement discriminates against another carrier, or (2) implementation of the agreement would not be consistent with the public interest, convenience and necessity.

3. CCPA will make the Agreement available to any other similarly situated telecommunications carrier operating within its incumbent service territory. Other carriers are

also free to negotiate their own terms and conditions pursuant to the applicable provisions of the Act. For this reason, the Agreement is not discriminatory.

4. In addition, implementation of the Agreement is consistent with the public interest because it will permit interconnection between CCPA and TCG, promote competition and enhance CCPA's ability to provide competitive local exchange services.

5. In accordance with § 252(e)(4) of the Act, the Agreement will be deemed approved if the Commission does not act to approve or reject the Agreement within ninety (90) days from the date of this submission.

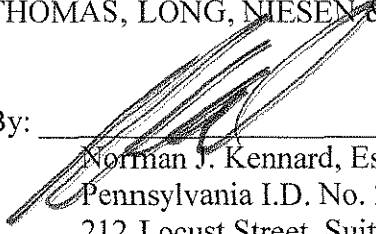
6. Copies of the Agreement are available for public inspection in CCPA's and TCG's public offices.

WHEREFORE, Consolidated Communications of Pennsylvania Company respectfully requests that the Commission approve the attached Agreement under § 252(e) of the Act.

Respectfully submitted,

THOMAS, LONG, NIESEN & KENNARD

By: _____


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Dated: May 4, 2012



March 6, 2012

Ms. Roberta Stevens
Lead Carrier Relations Manager
AT&T
201 Streamside Court
Lilburn, GA 30047

RE: Requested Adoption under Section 252(i) of the TA96

Dear Ms. Stevens:

Consolidated Communications of Pennsylvania Company ("CCPA"), a Pennsylvania corporation, with its principal place of business at 4008 Gibsonia Road, Gibsonia, Pennsylvania 15044, has received your request dated January 13, 2012 that, under Section 252(i) of the Telecommunications Act of 1996 (the "Act"), TCG Pittsburgh ("TCG"), with its principal place of business at One AT&T Way, Bedminster, NJ 07921, wishes to adopt the terms of the Interconnection Agreement between MCI Metro Access Transmission Services, LLC ("MCI") and CCPA ("MCI/CCPA Interconnection Agreement") as 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 (the "Terms"). TCG has a copy of the Terms. Please note the following with respect to TCG's adoption of the Terms.

1. By TCG's countersignature on this letter, the parties hereby represent and agree to the following:

(A) TCG adopts (and the parties agree to be bound by) the Terms of the MCI/CCPA Interconnection Agreement in effect on the date hereof, and in applying the Terms, agree that TCG shall be substituted in place of MCI Metro Access Transmission Services, LLC and MCI in the Terms wherever appropriate.

(B) Notice to TCG and CCPA as may be required under the Terms shall be provided as follows:

To: TCG
Attn: Roberta Stevens
201 Streamside Court

Lilburn, GA 30047
Telephone Number: 770-564-2329
Facsimile Number: 281-664-4381
Email: rs7619@att.com

With a copy to

Attn: Mark Ashby, General Attorney
675 W. Peachtree Road, Room 4326
Atlanta, GA 30375
Telephone Number: (404)335-0710
Facsimile Number: (404)927-3618
Internet Address: MA1606@att.com

To: Consolidated Communications of Pennsylvania Company

Attn: Michael Shultz
4008 Gibsonia Road
Gibsonia, PA 15044
Telephone Number: 936-788-7414
Facsimile Number: 936-788-1229\
Email: Mike.shultz@consolidated.com

With a copy to

Consolidated Communications of Pennsylvania Company
Attn: Joan Ferrance
1400 Avenue A
Katy, TX 77493
Telephone Number 281-396-5908
Facsimile Number: 281-396-4637
Email: joan.ferrance@consolidated.com

With a copy to

Thomas, Long, Niesen & Kennard
Attorneys & Counselors-at-Law
212 Locust Street
P. O. Box 9500
Harrisburg, PA 17108-9500
Facsimile: 717-236-8278

(C) TCG represents and warrants that it is a certificated Competitive Local Exchange Carrier ("CLEC") in the Commonwealth of Pennsylvania, and that its adoption of the Terms will cover services in the Commonwealth of Pennsylvania in the serving areas in which TCG is certificated.

(D) In the event that a voluntary or involuntary petition has been or is in the future filed against either party 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: (i) all rights of the other party under such laws, including, without limitation, all rights of that party under 11 U.S.C. § 366, shall be preserved, and TCG's adoption of the MCIIm Terms shall in no way impair such rights of that party; and (ii) all rights of either party resulting from TCG'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 pursuant to 11 U.S.C. § 366. In the event that an Interconnection Agreement between CCPA and TCG is currently in force in the CCPA service territory within the Commonwealth of Pennsylvania (the "Original Agreement"), TCG's adoption of the Terms (the "Amended and Restated Agreement") shall be an amendment and restatement of, and replace in its entirety, the Original Agreement. The Amended and Restated Agreement is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to the Original Agreement. All monetary obligations of the parties to one another under the Original Agreement shall remain in full force and effect and shall constitute monetary obligations of the parties under the Amended and Restated Agreement; provided, however, in the event that TCG is currently a debtor in an Insolvency Proceeding, nothing contained herein shall convert any claim or debt that would otherwise constitute a pre-petition claim or debt in TCG's Insolvency Proceeding into a post-petition claim or debt.

2. TCG's adoption of the Terms shall become effective upon Commission approval of the TCG adoption of the MCIIm Agreement. CCPA shall file this adoption letter with the Commission promptly upon receipt of an original of this letter countersigned by an authorized officer of TCG. The term and termination provisions of the MCIIm/CCPA Agreement shall govern TCG's adoption of the Terms.

3. As the Terms are being adopted by you pursuant to your statutory rights under Section 252(i), CCPA does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by CCPA of the Terms does not in any way constitute a waiver by CCPA of any position as to the Terms or a portion thereof, nor does it constitute a waiver by CCPA 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 these Terms as a result of TCG's 252(i) election.

4. Nothing herein shall be construed as or is intended to be a concession or admission by the parties 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 the parties expressly reserve the right to assert and pursue claims arising from or related to the Terms.

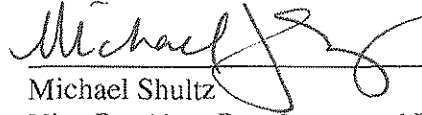
5. It will constitute a breach of the Interconnection Agreement and these Terms should a party operate in conflict with paragraphs 1 through 5 above, and the non-offending party reserves all rights to seek appropriate legal and/or equitable relief.

7. CCPA is a rural carrier as defined in 47 USC Sections 153 and 251(f) and does not waive any rights with respect thereto.

SIGNATURE PAGE
TCG Adoption of MClm/CCPA Interconnection Agreement

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

Sincerely,
Consolidated Communications Company of Pennsylvania

 4/16/12

Michael Shultz
Vice President Regulatory and Public Policy

Reviewed and countersigned:

TCG Pittsburgh

 4/11/2012

SIGNATURE

Corbin E. Coombs _____

PRINT NAME

CERTIFICATE OF SERVICE

I hereby certify that on this 4th day of May, 2012, I did serve a true and correct copy of the foregoing upon the persons below via electronic mail and first class mail as follows:

Robert Stevens
TCG
201 Streamside Court
Lilburn, GA 30047
rs7619@att.com

Mark Ashby, Esquire
675 W. Peachtree Road, Room 4326
Atlanta, GA 30375
MA1601@att.com



Norman J. Kennard
PA Attorney ID # 29921