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August 15, 2012

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street - Filing Room
Room 2 North
Harrisburg, PA 17120

Re: Petition For Approval Of Amendment to the Interconnection Agreement Between
New Cingular Wireless PCS, LLC, and its Commercial Mobile Radio Service
Operating Affiliates, d/b/a AT&T Mobility, and Consolidated Communications of
Pennsylvania Company; Docket No. A-310518F7005

Dear Secretary Chiavetta:

Enclosed please find for filing please find the Amendment to the Interconnection
Agreement between New Cingular Wireless PCS, LLC and its Commercial Mobile Radio
Service operating affiliates, d/b/a AT&T Mobility, and Consolidated Communications of
Pennsylvania, LLC.

If you have any questions or comments, please contact the undersigned.

Sincerely,

THOMAS, LONG, NIESEN & KENNARD

By:


Norman J. Kennard

NJK:tlt
Enclosure

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Petition of Consolidated Communications of :
Pennsylvania, LLC and New Cingular :
Wireless PCS, LLC, and its Commercial : Docket No. A-310518F7005
Mobile Radio Service operating affiliates :
d/b/a AT&T Mobility, for Approval of an :
Amendment to the Interconnection Agreement :
Under Sections 251 and 252 of the :
Telecommunications Act of 1996 :

PETITION

Consolidated Communication of Pennsylvania Company, LLC (“CCPA”) hereby requests that the Commission review and approve the attached Amendment to the Interconnection Agreement (“Agreement”) between CCPA and New Cingular Wireless PCS, LLC and its Commercial Mobile Radio Service operating affiliates, d/b/a AT&T Mobility (“Cingular”) 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, CCPA 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(e)(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 Cingular, promote competition and enhance CCPA's ability to provide competitive local exchange services.

5. In accordance with Section 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 90 days from the date of this submission.

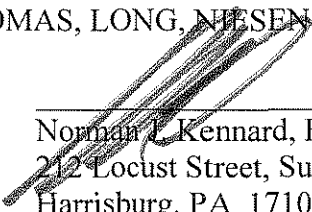
6. Copies of the Agreement are available for public inspection in CCPA's and Cingular's public offices.

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

Respectfully submitted,

THOMAS, LONG, NIESEN & KENNARD

By:



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*Counsel for Consolidated
Communications of Pennsylvania Company, LLC*

Dated: August 15, 2012

Amendment to the Interconnection Agreement between New Cingular Wireless PCS, LLC, and its Commercial Mobile Radio Service operating affiliates, d/b/a AT&T Mobility, and Consolidated Communications of Pennsylvania, LLC

This is an Amendment ("Amendment") to the Interconnection Agreement dated October 31, 2003 between New Cingular Wireless PCS, LLC, a Delaware limited liability company, and its Commercial Mobile Radio Service ("CMRS") operating affiliates, d/b/a AT&T Mobility (hereafter "AT&T Mobility"), and Consolidated Communications of Pennsylvania, LLC (hereafter "Consolidated") ("Agreement"). Consolidated and AT&T Mobility may be referred to individually as a Party and jointly as the "Parties".

RECITALS

WHEREAS, the Parties, or their predecessors in interest, previously entered into an Interconnection Agreement pursuant to 47 U.S.C. §§ 251/252 dated October 31, 2003 (hereinafter "2003 ICA"); and

WHEREAS, the Federal Communications Commission ("FCC"), in an order released November 18, 2011, and as amended by the FCC's order on December 23, 2011 (collectively the "USF/ICC Reform Order") has provided, pursuant to 47 C.F.R. § 51.705(a) that bill-and-keep shall be the default reciprocal compensation for transport and termination arrangement between the Parties for the exchange of Non-Access Telecommunications Traffic within the scope of 47 C.F.R. § 51.701(b)(2) exchanged between AT&T Mobility and Consolidated, and that this is to be considered a change of law; and

WHEREAS, the FCC has addressed certain limitations on the transport and provisioning responsibilities of the Parties with respect to the exchange of Non-Access Telecommunications Traffic within the scope of 47 C.F.R. § 51.701(b)(2) in the USF/ICC Reform Order at 47 C.F.R. § 51.709(c);

WHEREAS, Consolidated is a rural, rate-of-return carrier within the meaning of the USF/ICC Reform Order;

WHEREAS, AT&T Mobility elects to apply a bill-and-keep arrangement to all Non-Access Telecommunications Traffic within the scope of 47 C.F.R. § 51.701(b)(2) exchanged between AT&T Mobility and Consolidated, effective July 1, 2012; and

WHEREAS, Consolidated elects to apply 47 C.F.R. § 51.709(c); and

WHEREAS, pursuant to the USF/ICC Order the Parties agree to amend the Agreement to provide for a bill-and-keep arrangement to become effective on July 1, 2012 for Non-Access Telecommunications Traffic within the scope of 47 C.F.R. § 51.701(b)(2) exchanged between AT&T Mobility and Consolidated and the application of 47 C.F.R. § 51.709(c) effective July 1, 2012 .

AGREEMENT

NOW THEREFORE, in consideration of the premises and the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

1. Notwithstanding the terms and conditions set forth in the Agreement and pursuant to the USF/ICC Order, from July 1, 2012, forward, all Non-Access Telecommunications Traffic within the scope of 47 C.F.R. § 51.701(b)(2) exchanged between AT&T Mobility and Consolidated shall be exchanged pursuant to a bill-and-keep arrangement, which means that neither Party shall pay reciprocal compensation. The existing compensation terms and conditions in the Agreement for reciprocal compensation for transport and termination of traffic within the scope of 47 C.F.R. § 51.701(b)(2) shall continue to apply through June 30, 2012.
 2. Consolidated will be responsible for transport of Consolidated's originating traffic within the scope of §51.701(b)(2) to AT&T Mobility's interconnection point when that interconnection point is located within Consolidated's incumbent service area. When AT&T Mobility does not have an interconnection point within Consolidated's incumbent service area, Consolidated's responsibility for transport of Consolidated's originating traffic within the scope of §51.701(b)(2) shall be no more than transport to its meet point at the border of its incumbent service area.
 3. For transport obligations that may arise pursuant to paragraph 2, the Parties will work cooperatively to consider and if mutually agreeable, to implement interconnection arrangements that minimize transport costs to both parties, provided that Consolidated has no responsibility for any costs related to such alternative arrangements unless Consolidated specifically agrees to such responsibility.
 4. Left Blank Intentionally
 5. This amendment shall be effective July 1, 2012.
 6. This amendment shall remain effective as long as the Agreement remains effective between the Parties. Notwithstanding the foregoing, if as a result of any
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decision, order or determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, the Federal Communications Commission provisions, in the November 18, 2011 or December 23, 2011 orders, regarding the bill-and-keep arrangements for Non-Access Telecommunications Traffic within the scope of 47 C.F.R. § 51.701(b)(2), are reversed or, remanded, then the Parties agree to comply with all requirements of the applicable decision, order or determination. If the order provides that the original orders are void or vacated ab initio and thus the need for this amendment is void then the original 2003 ICA agreement and per minute of use rate contained therein shall be applied in lieu of bill-and-keep and if the Parties have already moved to bill-and-keep, and the order so provides for the reinstatement retroactively, then the Parties will apply such rate(s), retroactively back to the effective date of this amendment or the date of the court ordered stay, vacatur or other modification or clarification, as required by said order.

7. AT&T Mobility and Consolidated shall also comply with all the call signaling rules set forth in the USF/ICC Reform Order.
8. Except as provided in paragraph 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.
9. Except as expressly set forth herein, the terms and conditions of the Agreement shall remain in full force and effect without change.

The Parties, intending to be legally bound, have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

**New Cingular Wireless PCS, LLC, and
its Commercial Mobile Radio Service
operating affiliates, d/b/a AT&T Mobility**

**Consolidated Communications of
Pennsylvania, LLC**

By: W Bernard Shell^P
(Name)

By: Michael Shultz
(Name)

Signature: W. Bernard Shell

Signature: Michael Shultz

Title: Lead Carrier Relations Manager

Title: Vice President Regulatory & Public
Policy

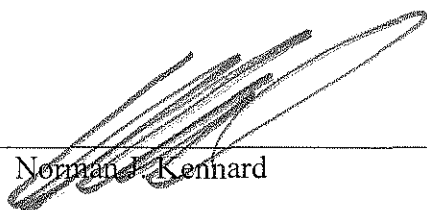
Date: 8/6/2012

Date: 8/8/12

CERTIFICATE OF SERVICE

I hereby certify that on this 15th day of August, 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:

Bernard Shell
AT&T Wireless
675 West Peachtree St., NW
Room 3655
Atlanta, Ga. 30308



Norman Kennard

Date: August 14, 2012