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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 Number One to the Agreement Between Consolidated Communications of Pennsylvania Company and Comcast Business Communications, LLC and Comcast Phone of Pennsylvania, LLC; Docket No. A-2008-2047245

Dear Secretary Chiavetta:

Enclosed please find for filing please find the Petition for Approval Amendment Number One, Under Sections 251 and 252 of the Telecommunications Act of 1996, Between Consolidated Communications of Pennsylvania Company and Comcast Business Communications, LLC and Comcast Phone 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 Company and Comcast Business :
Communications, LLC and Comcast Phone : Docket No. A-2008-2047245
of Pennsylvania, LLC for Approval of :
Amendment Number One to the :
Interconnection Agreement Under Sections :
251 and 252 of the Telecommunications :
Act of 1996 :

**PETITION OF CONSOLIDATED COMMUNICATIONS OF PENNSYLVANIA
COMPANY AND COMCAST BUSINESS COMMUNICATIONS, LLC AND
COMCAST PHONE OF PENNSYLVANIA, LLC
FOR APPROVAL OF AMENDMENT NUMBER ONE
TO THE INTERCONNECTION AGREEMENT**

Consolidated Communication of Pennsylvania Company, LLC (“CCPA”) hereby requests that the Commission review and approve the attached Amendment Number One to the Interconnection Agreement (“Agreement”) between CCPA and Comcast Business Communications, LLC and Comcast Phone of Pennsylvania, LLC (collectively “Comcast”) 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 Cricket, 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.

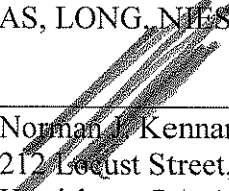
6. Copies of the Agreement are available for public inspection in CCPA's and Comcast's public offices.

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, NIELSEN & KENNARD

By:



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*Counsel for
Consolidated Communications of Pennsylvania Company*

Dated: August 14, 2012

**AMENDMENT NUMBER ONE TO THE AGREEMENT
BETWEEN
CONSOLIDATED COMMUNICATIONS OF PENNSYLVANIA COMPANY
AND
COMCAST BUSINESS COMMUNICATIONS, LLC,
COMCAST PHONE OF PENNSYLVANIA, LLC**

This Amendment number one (the "Amendment"), effective upon execution by both Parties ("Effective Date"), amends the Interconnection Agreement by and between Consolidated Communications of Pennsylvania Company ("Consolidated") and Comcast Business Communications, LLC and Comcast Phone of Pennsylvania (collectively, "Comcast"). Consolidated and Comcast are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, Consolidated and Comcast Business Communications, LLC are Parties to an Interconnection Agreement (the "Agreement") under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), effective as of September 14, 2008 in the Commonwealth of Pennsylvania; and

WHEREAS, Consolidated and Comcast seek to amend the Agreement to revise terms;

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. Amendment Terms. The Agreement is hereby amended by replacing and adding terms, conditions, and rates as set forth herein. The provisions included herein are intended to supersede and replace the same numbered provisions or attachments in the Agreement and be added to the Agreement to the extent that the applicable numbered provision or attachment is not currently in the Agreement.
2. The Parties hereby agree to replace in its entirety Preamble Paragraph 1 of the General Terms & Conditions as follows:

This Agreement ("Agreement") is between Consolidated Communications of Pennsylvania Company, the Incumbent Local Exchange Company ("ILEC"), a Pennsylvania corporation, having an office at 4008 Gibsonia Road, Gibsonia, Pennsylvania, 15044 and Comcast Business Communications, LLC and Comcast Phone of Pennsylvania, LLC, the Competitive Local Exchange Company ("CLEC"), each a Delaware Limited Liability Company, having an office at One Comcast Center, Philadelphia, PA 19103 (each a "Party" and collectively the "Parties").

3. The Parties hereby agree to replace in its entirety Section 10 of the General Terms & Conditions as follows:

10 Voice Over Internet Protocol Traffic (“VoIP Traffic”)

10.1 VoIP-PSTN Traffic. VoIP-PSTN Traffic, as that term is defined in *USF/ICC Transformation Order FCC 11-161 (rel. November 18, 2011)*, exchanged pursuant to this Agreement will be governed by the default provisions of such order as may be revised, reconsidered, modified or changed in the future. For clarity, and subject to any future revisions, reconsiderations, modifications or changes in the *USF/ICC Transformation Order*, interexchange VoIP-PSTN Traffic exchanged between the Parties is subject to applicable access tariff rates, terms and conditions, and local VoIP-PSTN Traffic terminated to either Party is subject to the reciprocal compensation provisions of the Amended Agreement. The Parties agree access charges will comply with all FCC mirroring and default phase-down requirements.

10.2 Except as provided in Section 3.1 of Attachment 2, this Agreement applies to traffic which is not Nomadic Traffic and which originates and terminates at a fixed location of the End User. The Parties agree that for Local Traffic exchanged under this Agreement, telephone numbers assigned to End Users will be associated with a physical address located within the appropriate Exchange.

4. The Parties hereby agree to revise Section 11.1 of the General Terms & Conditions to reflect Comcast notices contacts as follows:

If to CLEC:

Mr. Richard Chapkis
Deputy General Counsel
Comcast
One Comcast Center, 55th Floor
Philadelphia, PA 19103
Phone: 215-286-5237
Fax: 215-286-5039

Copy to:

Ms. Beth Choroser
Executive Director of Regulatory Affairs
Comcast
One Comcast Center, 55th Floor
Philadelphia, PA 19103
Phone: 215-286-7893
Fax: 215-286-5039

If to ILEC:

Michael Shultz
Vice President Regulatory & Public Policy
Consolidated Communications of Pennsylvania
350 S Loop 336 W
Conroe, Texas 77304
Phone: 936-788-7414
Fax: 936-788-1229

Copy to:

Joan Ferrance
Carrier Relations Manager
Consolidated Communications of Pennsylvania
1400 Avenue A
Katy, Texas 77493
Phone: 281-396-5908
Fax: 281-396-4637

5. The Parties hereby agree to replace Attachment 2, Section 3.1 of the Agreement as follows:

3.1 Nomadic Traffic is traffic originating from an Internet protocol ("IP") device other than at the End User's service location. ("Nomadic Traffic"). On or after the Effective Date of this Amendment, neither Party shall exchange Nomadic Traffic unless otherwise certified in writing in advance by the Party sending the Nomadic Traffic provides advance written notice traffic to the other Party for termination. Such written notice shall include a percentage factor to reflect the amount of traffic on the Interconnection Trunk that will be presumed to be Nomadic Traffic and appropriate jurisdictional factors (subject to verification and modification under the audit provisions of this Agreement, as necessary). Compensation for such Nomadic Traffic will be pursuant to the compensation terms this Attachment 2, Section 3 and will apply to all Nomadic Traffic, whether exchanged before or after the notification date under this Section 3.1.

6. The Parties hereby agree to replace Attachment 7 of the Agreement in its entirety with Attachment 7 in Exhibit 1 of this Amendment.
7. EXCEPT AS MODIFIED HEREIN ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence
8. The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

Signature Page Follows

IN WITNESS WHEREOF, each Party agrees and warrants that it has caused this Amendment to be signed and delivered by its duly authorized representative.

Comcast Business Communications, LLC,
Comcast Phone of Pennsylvania, LLC

Consolidated Communications of
Pennsylvania Company

By: M. J. Clancy

By: Michael Shultz

Printed: Michael Clancy

Printed: Michael Shultz

Title: Vice President, Carrier Management

Title: Vice President Regulatory and Public
Policy

Date: 7-31-2012

Date: 8/7/12

EXHIBIT 1**ATTACHMENT 7:****DIRECTORIES**

This Attachment 7, Directories, sets forth terms and conditions that shall apply for those CLEC End Users that CLEC elects 1) to include in the ILEC Directories or 2) to receive an ILEC Directory, in addition to the General Terms and Conditions.

1.0 Introduction

- 1.1 ILEC obtains the publication of White Pages and Yellow Pages directories ("ILEC Directories") through a third party directory publisher for geographic areas in which CLEC may also provide local exchange telephone service, and CLEC may desire to include, at its sole option, listing information for certain End Users in the appropriate ILEC Directories or to have ILEC Directories delivered to its End Users.
- 1.2 ILEC will direct its publisher to accept End User listings submitted by the CLEC in the appropriate ILEC Directory and to deliver ILEC Directories in accordance with § 2.0 Service Provided, as specified in this Attachment.
- 1.3 Any references in this Attachment to ILEC procedures, practices, requirements, or words of similar meaning, shall also be construed to include those of ILEC's contractors that produce directories on its behalf.

2.0 Service Provided

- 2.1 At its sole option, CLEC may provide to ILEC, or its contracted directory publisher (as specified by ILEC), the End User subscriber list information (including additions, changes and deletions) for inclusion in the ILEC Directories that are located within ILEC's operating areas. The Parties will cooperate in the development of a suitable timetable for the submission of the CLEC End User listing information for inclusion in the ILEC Directories prior to the directory listing publication closeout date ("Closeout Date").
- 2.2 If CLEC provides its End User subscriber list information as detailed above, ILEC will at no charge to CLEC or its End Users, include one basic White Pages listing for the CLEC End User listings submitted which are located within the geographic scope of its White Page Directories, and a basic Yellow Page listing for the CLEC business End User listings submitted which are located within the geographical scope of its Yellow Page directories.
 - 2.2.1 A basic listing is defined as an End User name, address, zip code, and either the CLEC assigned number for the End User or the number for which number portability is provided, but not both numbers. For a basic Yellow Pages Listing the listing information shall also include the End User's appropriate classified heading. Basic listings of CLEC End Users will be inter-filed alphabetically with listings of ILEC and other LEC End Users.
 - 2.2.2 ILEC agrees to provide CLEC's End Users additional, designer and foreign listings at the rate listed in the applicable General Exchange Tariff.
- 2.3 For those listings CLEC chooses to provide for inclusion in an annual directory publication, CLEC

will provide such End User subscriber listing information to ILEC, once annually, in a format and medium as is consistent with a base file subscriber list format normally provided to publishers of directories, including an Excel format and transmission by email or CD, thirty (30) days prior to the directory Closeout Date. The listing information will include the End User name, address, telephone number with area code and a residence or business indicator. Business listings shall also include the yellow pages classified heading (i.e., Beauty Salon) for the free yellow page listing. The Parties agree that listing information provided in file uploads from prior years will not be included in the current year directory publication submission by the ILEC to its publisher.

- 2.4 Thirty (30) days prior to the directory Closeout Date, CLEC will provide an address distribution list for its End Users who the CLEC chooses to receive a published directory and a specified number of ILEC Directories CLEC wishes to receive in bulk to a single address ("Distribution List"). The Distribution List shall be provided in a format and medium as is consistent with what is normally provided to publishers of directories, including an Excel format and transmission by email or CD. The CLEC End Users on the Distribution List will receive one copy of the ILEC Directories in the same manner and at the same time that they are delivered to ILEC's subscribers during the annual delivery of newly published directories. CLEC shall receive the remaining ILEC Directories included in the CLEC order in bulk to the single address specified by CLEC.
- 2.5 Pursuant to the Distribution List provided in 2.4 above, ILEC will charge per book delivered to CLEC End Users or in bulk at the rate reflected in Section 4.0, Pricing. From the Effective Date of this Agreement to the subsequent directory distribution date, CLEC may purchase books from ILEC reserves, subject to availability, at the rate listed in Section 4.0, Pricing, based on available books ILEC has in reserve. If no books are available from ILEC's reserve, CLEC may purchase books from the ILECs third party publisher at the retail rate on file.
- 2.6 If CLEC desires subsequent directories after the initial distribution, ILEC, subject to the availability of such directories, agrees to provide subsequent directories at the rates in Section 4, Pricing. Subsequent books may also be purchased directly from the ILEC's publisher at the YPPA retail rate on file.
- 2.7 At CLEC's option, ILEC will include CLEC specific information (i.e., business office, residence office, repair bureau, etc.) in the white pages directory on an "index-type" information page, in alphabetical order along with other local service providers, at no charge. The space available to CLEC on such page will be 1/8th page in size. In order to have such information published, CLEC will provide ILEC with its logo and information in the form of a camera ready copy, sized at 1/8th of a page. CLEC will be limited to a maximum of 1/8th of a page in any single edition of an ILEC White Pages directory.
- 2.8 The Parties shall cooperate so that yellow page advertisements purchased by CLEC End Users are provided in accordance with standard ILEC practices. Yellow page services will be offered to CLEC's End Users on the same basis that they are offered to ILEC's End Users. Such services will be provided through ILEC's yellow pages affiliate, its agent or assignee.
- 2.9 CLEC agrees to be responsible for updating its own listings with its Directory Assistance ("DA") provider.

3.0 Limitation Of Liability And Indemnification

- 3.1 ILEC will not be liable to CLEC for any losses or damages arising out of errors, interruptions, defects, failures, delays, or malfunctions of the White Pages services, including any and all associated equipment and data processing systems, unless said losses or damages result from ILEC's gross negligence or willful or wanton or intentional misconduct.
- 3.2 One party (the "Indemnifying Party") agrees to defend, indemnify, and hold harmless the other

Party (the "Indemnified Party") from any and all losses, damages, or other liability that the Indemnified Party may incur as a result of claims, demands, wrongful death actions, or other claims by any Party that arise out of the Indemnifying Party's End User Customers' use of the White Pages services, or the gross negligence or wrongful act of the Indemnifying Party except to the extent any such losses, damages or other liability result from the Indemnified Party's gross negligence or willful misconduct. The Indemnifying Party will defend the Indemnified Party against all customer claims just as if the Indemnifying Party had provided such service to the Customer with Indemnifying Party's own employees and will assert its contractual or tariff limitation of liability, if any, for the benefit of both Parties.

- 3.3 The Indemnifying Party agrees to release, defend, indemnify, and hold harmless Indemnified Party from any claims, demands, or suits with respect to any infringement or invasion of privacy or confidentiality of any person or persons to the extent any such losses, damages or other liability is based on or results from the Indemnifying Party's gross negligence or willful misconduct. This provision includes but is not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used in connection with White Pages services.

4.0 Pricing

- 4.1 Prices for White Pages services, initially, shall be as follows:
- 4.1.1 Directory charge: \$13.30 per Directory delivered
- 4.2 Directory charges are subject to change annually.

CERTIFICATE OF SERVICE

I hereby certify that on this 14th 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:

Michael Clancy, VP Carrier Management
Comcast Corp.
1701 JFK Blvd., 9th floor
Philadelphia, Pa. 19103



Norman J. Kennard

Date: August 14, 2012