



THOMAS, LONG,
NIESEN & KENNARD

Attorneys and Counsellors at Law

Norman J. Kennard
Direct Dial: 717.255.7627
nkennard@thomaslonglaw.com

October 17, 2012

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

Re: Application for Approval of Amendment to Interconnection Agreement;
Docket No:

Dear Secretary Chiavetta:

Enclosed for filing please find an original and three (3) copies of the Application for Approval of the Amendment to the Interconnection Agreement between Consolidated Communications of Pennsylvania, LLC and Cricket Communications, Inc.

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**

Application of Consolidated Communications :
Of Pennsylvania, LLC and Cricket :
Communications, Inc. for Approval of an : Docket No. A-
Interconnection Agreement Under :
Sections 251 and 252 of the :
the Telecommunications Act of 1996 :

**APPLICATION OF CONSOLIDATED COMMUNICATIONS OF
PENNSYLVANIA, LLC AND CRICKET COMMUNICATIONS, INC. FOR
APPROVAL OF AN AMENDMENT TO THE INTERCONNECTION AGREEMENT**

Consolidated Communications of Pennsylvania, LLC (“CCPA”) hereby requests that the Pennsylvania Public Utility Commission (“Commission”) review and approve the attached agreement between CCPA and Cricket Communications, Inc. (“Cricket”) 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(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 § 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.

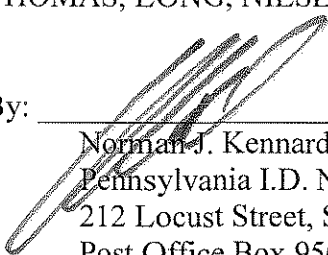
6. Copies of the Agreement are available for public inspection in CCPA's and Cricket's public offices.

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

Respectfully submitted,

THOMAS, LONG, NIESEN & KENNARD

By: _____



Norman J. Kennard, Esquire
Pennsylvania I.D. No. 29921
212 Locust Street, Suite 500
Post Office Box 9500
Harrisburg, PA 17108-9500
(717) 255-7627
nkennard@thomaslonglaw.com

Dated: October 17, 2012

**Amendment to the Interconnection Agreement between Cricket Communications,
Inc., and Consolidated Communications of Pennsylvania, LLC**

This is an Amendment ("Amendment") to the Interconnection Agreement dated May 9, 2001 between CRICKET COMMUNICATIONS, INC. And Consolidated Communications of Pennsylvania, LLC (hereafter "Consolidated")("Agreement"). Consolidated and Cricket Communications, Inc. 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 May 9, 2001 (hereinafter "2001 ICA"); and

WHEREAS, the Federal Communications Commission, 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 CRICKET COMMUNICATIONS, INC. and Consolidated, and that this is to be considered a change of law; and

WHEREAS, the USF/ICC Reform Order provides that the bill-and-keep arrangement set forth in 47 C.F.R. § 51.705(a) shall become effective July 1, 2012;

WHEREAS, the FCC has addressed 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, CRICKET COMMUNICATIONS, INC. 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 CRICKET COMMUNICATIONS, INC. and Consolidated; and

WHEREAS, Consolidated elects to apply 47 C.F.R. § 51.709(c) such that its transport and provisioning obligations stop at its meet point; and

WHEREAS, the Agreement contains a "change of law" provision that authorizes the Parties to amend the Agreement to comport with a change in law; and

WHEREAS, the Parties desire 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 CRICKET COMMUNICATIONS, INC. and Consolidated.

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, from July 1, 2012, forward, all Non-Access Telecommunications Traffic within the scope of 47 C.F.R. § 51.701(b)(2) exchanged between CRICKET COMMUNICATIONS, INC. and Consolidated shall be exchanged pursuant to a bill-and-keep arrangement, which means that neither Party shall charge the other for the transport and termination of the other's traffic. 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 to CRICKET COMMUNICATIONS, INC.'s interconnection point when it is located within Consolidated's incumbent service area. When CRICKET COMMUNICATIONS, INC.'s interconnection point is located outside Consolidated's incumbent service area, Consolidated's transport and provisioning obligation stops at its meet point and CRICKET COMMUNICATIONS, INC. is responsible for the remaining transport to the interconnection point.
3. For all CRICKET COMMUNICATIONS, INC. transport obligations arising pursuant to paragraph 2, CRICKET COMMUNICATIONS, INC. may request, but may not require, that Consolidated work cooperatively with CRICKET COMMUNICATIONS, INC. to implement least cost routing, and all costs related thereto shall be the responsibility of CRICKET COMMUNICATIONS, INC.. [OR] For transport obligations that may arise pursuant to paragraph 2, the Parties shall work cooperatively to consider and implement mutually agreeable interconnection arrangements that minimize transport costs to both parties, provided that all costs

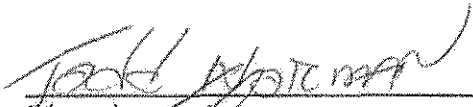
related to any reconfiguration shall be the responsibility of CRICKET COMMUNICATIONS, INC..

4. The provisions of the 2001 ICA, as amended, shall apply to the identified affiliated companies listed in Appendix A for the respective Parties.
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 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 2001 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. CRICKET COMMUNICATIONS, INC. 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.

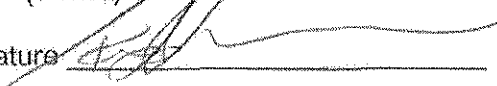
The Parties, intending to be legally bound, have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

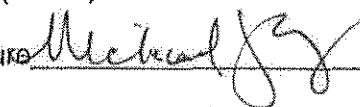
CRICKET COMMUNICATIONS, INC.

**Consolidated Communications of
Pennsylvania, LLC**

By: 
(Name)

By: Michael Shultz
(Name)

Signature 

Signature 

Title: PROC DIR

Title: Vice President Regulatory & Public
Policy

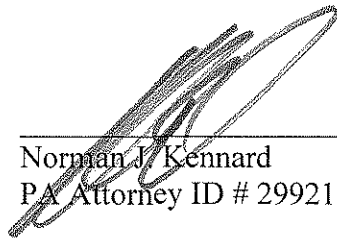
Date: 7/20/12

Date: 7/12/12

CERTIFICATE OF SERVICE

I hereby certify that on this 17th day of October, 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:

Todd Norman
5887 Copley Drive
San Diego, CA 92111



Norman J. Kennard
PA Attorney ID # 29921