



Windstream Communications
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February 5, 2010

Pennsylvania Public Utility Commission
Secretary's Building
400 North Street
P.O. Box 3265
Harrisburg, PA 17105-3265

**RE: *Interconnection Agreement between Access Point, Inc. and
Windstream Pennsylvania, LLC for the Commonwealth of
Pennsylvania.***

Dear Sir or Madam:

Enclosed please find an original and three (3) copies of the Interconnection Agreement between Access Point, Inc. and Windstream Pennsylvania, LLC for filing with the Pennsylvania Public Utility Commission.

Also enclosed is a CD containing the Interconnection Agreement in PDF format.

Please feel free to call me at 501-748-5063 if you have any questions regarding this filing.

Sincerely,

A handwritten signature in cursive script that reads "Leslie Fendley".

Leslie Fendley
Enclosures

RECEIVED

FEB 05 2010

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Before The
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Petition for Approval of an :
Interconnection Agreement under :
Section 252 of the : Docket No.
Telecommunications Act of 1996 :
between Windstream Pennsylvania, :
LLC and Access Point, Inc.

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PETITION

**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

NOW COME, Windstream Pennsylvania, LLC ("Windstream") and Access Point, Inc. ("Access") and respectfully submit to the Pennsylvania Public Utility Commission ("Commission") for approval, the attached Interconnection Agreement ("Agreement") under the Telecommunications Act of 1996 ("TA-96") and the Commission's Order entered June 3, 1996, In Re: Implementation of the Telecommunications Act of 1996, Docket No. M-00960799. The Agreement provides for interconnection between the two companies, thereby facilitating Access' provision of service to customers in Pennsylvania. Windstream and Access Point, therefore, respectfully request that the Commission approve the Agreement. In support of this request, Windstream and Access state as follows:

1. Windstream is an incumbent local exchange carrier authorized to provide local exchange telecommunications services in Pennsylvania.
2. Access Point is a telecommunications company with offices at 1100 Crescent Green, Suite 109 Cary, North Carolina 27518.
3. Windstream and Access have entered into the Agreement pursuant to §252 of TA-96.

4. The Agreement satisfies the requirements for Commission approval pursuant to §252(e) (2) (A) of TA-96, which provides as follows:

(2) GROUND FOR REJECTION.--The State commission may only reject--

(A) an agreement (or any portion thereof) under subsection (a) if it finds that --

(i) the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or

(ii) the implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity[.]

5. The Agreement does not discriminate against any other telecommunications carrier, as required by Section 252(e)(2)(A)(i). Other carriers are not bound by the Agreement and remain free to negotiate independently with Windstream pursuant to Section 252 of TA-96.

6. The Agreement is consistent with the public interest, convenience and necessity, as required by Section 252(e)(2)(A)(ii). It will facilitate the continuation of Access's provision of service to its customers, and it will promote competition, thereby fostering the goals of TA-96.

APPROVAL OF THE AGREEMENT

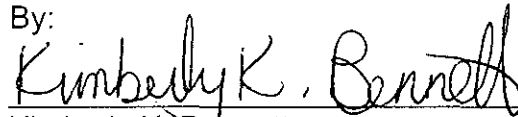
7. Under Section 252(e)(4) of TA-96, the Commission has ninety (90) days to approve or reject the Agreement. The parties request that the Commission approve the Agreement without revision as quickly as possible, consistent with the public interest.

WHEREFORE, Windstream respectfully requests that the Commission approve the attached Interconnection Agreement pursuant to TA-96.

Respectfully submitted,

Windstream Pennsylvania, LLC

By:



Kimberly K. Bennett

Attorney for Windstream

4001 Rodney Parham Road

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Little Rock, Arkansas 72227

(501) 748-6374

(501) 748-7996 (Fax)

E-mail: kimberly.k.bennett@windstream.com

Dated: February 5, 2010

From: Origin ID: LITA (501) 748-5354
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 Windstream
 4001 Rodney Parham Rd.
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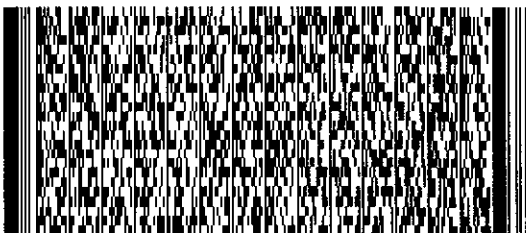


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