



**Traci Brunner**  
Staff Manager – Negotiations

**Windstream Communications**  
4001 Rodney Parham Road  
Mailstop: 1170 B1F2-1209  
Little Rock, AR 72212  
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traci.brunner@windstream.com

**RECEIVED**

APR 09 2010

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

--Via Fed Ex --

April 6, 2010

Public Utility Commission  
Secretary's Building  
Attn: James J. McNulty, Sec.  
400 North Street  
Harrisburg, PA 17120

RE: Docket No. A-310782F7004 - Amendment No. 1 to the Interconnection Agreement between Windstream Pennsylvania, LLC and IDT America, Corp.

Dear Mr. McNulty:

Please find enclosed a petition, original, and three copies of Amendment No. 1 to the Interconnection Agreement between Windstream Pennsylvania, LLC, and IDT America, Corp.

Also enclosed is a CD containing the agreement in PDF format. Please call me at 501-748-6555 if you have any questions regarding this filing.

Sincerely,

A handwritten signature in cursive script that reads "Traci Brunner".

Traci Brunner

Enclosures

cc: Joyce Gailey – IDT America, Corp.

Before The  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

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Petition for Approval of an :  
Amendment No. 1 to the :  
Interconnection Agreement under : Docket No. A-310782F7004  
Section 252 of the :  
Telecommunications Act of 1996 :  
between Windstream Pennsylvania,  
LLC (f/k/a Windstream Pennsylvania,  
Inc. and IDT America, Corp. (f/k/a  
IDT America Corporation)

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PETITION

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PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

NOW COME, Windstream Pennsylvania, LLC (f/k/a Windstream Pennsylvania, Inc.) and Windstream Buffalo Valley, Inc. (collectively "Windstream") and IDT America, Corp. (f/k/a IDT America Corporation) ("IDT") and respectfully submit to the Pennsylvania Public Utility Commission ("Commission") for approval, the attached Amendment No. 1 to the 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 Amendment No. 1 to the Agreement adds Windstream Buffalo Valley, Inc. as a party to the existing Interconnection Agreement between Windstream Pennsylvania, LLC and IDT America, Corp. The Amended Agreement provides for interconnection between the two companies, thereby facilitating IDT's provision of service to customers in Pennsylvania. Windstream and IDT, therefore, respectfully request that the Commission approve the Amended Agreement. In support of this request, Windstream and IDT state as follows:

1. Windstream Pennsylvania, LLC and Windstream Buffalo Valley, Inc. are incumbent local exchange carriers authorized to provide local exchange telecommunications services in Pennsylvania.

2. IDT America, Corp. is a telecommunications company with offices at 520 Broad Street, Newark, New Jersey 07102.

3. Windstream and IDT have entered into the Amended Agreement pursuant to §252 of TA-96.

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

(2) GROUNDS 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 Amended 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 Amended Agreement and remain free to negotiate independently with Windstream pursuant to Section 252 of TA-96.

6. The Amended 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 IDT's provision of service to its customers, and it will promote competition, thereby fostering the goals of TA-96.

#### **APPROVAL OF THE AGREEMENT**

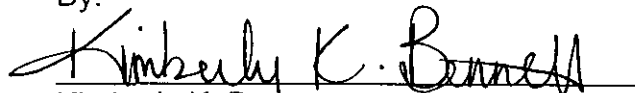
7. Under Section 252(e)(4) of TA-96, the Commission has ninety (90) days to approve or reject the Amended Agreement. The parties request that the Commission approve the Amended Agreement without revision as quickly as possible, consistent with the public interest.

WHEREFORE, Windstream respectfully requests that the Commission approve the attached Amendment No. 1 to the Interconnection Agreement pursuant to TA-96.

Respectfully submitted,

Windstream Pennsylvania, LLC  
(f/k/a Windstream Pennsylvania, Inc.)  
and Windstream Buffalo Valley, Inc.

By:



Kimberly K. Bennett  
Attorney for Windstream  
4001 Rodney Parham Road  
Mailstop: 1170-B1F3-53A  
Little Rock, Arkansas 72227  
(501) 748-6374  
(501) 748-7996 (Fax)

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

Dated: April 6, 2010

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AMENDMENT NO. 1

to the

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

INTERCONNECTION AGREEMENT

between

WINDSTREAM PENNSYLVANIA, LLC  
(f/k/a Windstream Pennsylvania, Inc.)

and

IDT AMERICA, CORP.  
(f/k/a IDT America Corporation)

This Amendment No. 1 ("Amendment") is made this 19<sup>th</sup> day of March, 2010 ("Amendment Effective Date"), by and between Windstream Pennsylvania, LLC (f/k/a Windstream Pennsylvania, Inc.), ("Windstream") with its principal place of business at 4001 Rodney Parham Road, Little Rock, Arkansas 72212 and IDT America, Corp. (f/k/a IDT America Corporation) ("IDT"), with its principal place of business at 520 Broad Street, Newark, New Jersey 07102. Windstream and IDT may be hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties"). This Amendment covers services in the state of Pennsylvania.

**WITNESSETH:**

**WHEREAS**, IDT America, Corp. (f/k/a IDT America Corporation) and Windstream Pennsylvania, LLC (f/k/a Windstream Pennsylvania, Inc.) are Parties to an Interconnection Agreement entered into pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 dated August 27, 2007, which was approved on October 27, 2007 by the Pennsylvania Public Utility Commission in Docket No. A-310782F7004 (the "Agreement"); and

**WHEREAS**, the Parties, pursuant to Section 252(a) of the Communications Act of 1934, as amended, (the "Act") and Section 18 of the Agreement, wish to amend the Agreement in order to give contractual effect to the provisions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises, provisions and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. Replace Preamble Paragraph 1 of the General Terms and Conditions with the following:**

This Interconnection Agreement ("Agreement") is entered into between Windstream Pennsylvania, LLC (f/k/a Windstream Pennsylvania, Inc.), and Windstream Buffalo Valley, Inc. (collectively "Windstream"), having an office at 4001 Rodney Parham Road, Little Rock, Arkansas 72212 and IDT America, Corp. (f/k/a IDT America Corporation) ("IDT"), having an office at 520 Broad Street, Newark, New Jersey 07102. Hereinafter, Windstream and IDT are referred to individually as "Party" and collectively as "the Parties."

**2. Replace General Terms and Conditions, Section 11.0 Notices with the following:**

**11.0 Notices**

11.1 Except as otherwise specifically provided in this Agreement, all notice, consents, approvals, modifications, or other communications to be given under this Agreement

shall be in writing and sent postage prepaid by registered mail return receipt requested. Notice may also be effected by personal delivery or by overnight courier. All notices will be effective upon receipt, and should be directed to the following:

**If to IDT:**

Carl Billek, Esq.  
IDT America, Corp.  
550 Broad Street, 17<sup>th</sup> Floor  
Newark, New Jersey 07102  
Phone: 973-438-4854  
Facsimile: 973-438-1455  
Email: carl.billek@corp.idt.net

**If to Windstream:**

Windstream  
Staff Manager – Interconnection Services  
4001 Rodney Parham Road  
Mailstop: 1170 B1F2-12A  
Little Rock, AR 72212

**Copy to:**

Windstream  
Legal Department  
4001 Rodney Parham Road  
Mailstop: 1170 B1F3-53A  
Little Rock, AR 72212

- 11.2 Either Party may unilaterally change its designated representative and/or address, telephone contact number or facsimile number for the receipt of notices by giving seven (7) days' prior written notice to the other Party in compliance with this Section.

**3. Replace General Terms and Conditions, Section 12.0 Taxes with the following:**

**12.0 Taxes**

- 12.1 Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges (hereinafter "Tax") levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. Purchasing Party may be exempted from certain taxes if purchasing Party provides proper documentation, e.g., reseller certificate, from the appropriate taxing authority. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party until such time as the purchasing Party presents a valid certification.
- 12.2 With respect to any purchase of services, facilities or other arrangements, if any Tax is required or permitted by applicable law to be collected from the purchasing Party by the providing Party, then (i) the providing Party shall bill the purchasing Party for such Tax, (ii) the purchasing Party shall remit such Tax to the providing Party and (iii) the providing Party shall remit such collected Tax to the applicable taxing authority, except as otherwise indicated below.

- 12.3 The Parties agree that each Party shall generally be responsible for collecting and remitting to the appropriate city, any franchise fees or taxes for use of city rights of way, in accordance with the terms of that Party's franchise Agreement. In the event a city attempts to require both Parties to pay franchise fees on the same revenues with respect to resold services or unbundled network elements then the Parties agree to cooperate in opposing such double taxation.
- 12.4 With respect to any purchase hereunder of services, facilities or arrangements that are resold to a third party, if any Tax is imposed by applicable law on the End User in connection with any such purchase, then (i) the purchasing Party shall be required to impose and/or collect such Tax from the End User and (ii) the purchasing Party shall remit such Tax to the applicable taxing authority. The purchasing Party agrees to indemnify and hold harmless the providing Party on an after-tax basis for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such tax to such authority.
- 12.5 If the providing Party fails to collect any Tax as required herein, then, as between the providing Party and the purchasing Party, (i) the purchasing Party shall remain liable for such uncollected Tax and (ii) the providing Party shall be liable for any penalty and interest assessed with respect to such uncollected Tax by such authority. However, if the purchasing Party fails to pay any taxes properly billed, then, as between the providing Party and the purchasing Party, the purchasing Party will be solely responsible for payment of the taxes, penalty and interest.
- 12.6 If the purchasing Party fails to impose and/or collect any Tax from End Users as required herein, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest and penalty assessed thereon with respect to the uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay or impose on and/or collect from End Users, the purchasing Party agrees to indemnify and hold harmless the providing Party on an after-tax basis for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such Tax to such authority.
- 12.7 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other Party under this §12.0, shall be made in writing and sent postage prepaid by registered mail return receipt requested. All notices shall be effective upon receipt. All notices sent pursuant to this Section shall be directed to the following:

**To Windstream:**

Windstream

Attn: Director State and Local Taxes

4001 Rodney Parham Road

Mailstop: 1170 B1F3-70A

Little Rock, AR 72212

**Copy to:**

Windstream

Attn: Staff Manager - Interconnection Services

4001 Rodney Parham Road

Mailstop: 1170 B1F2-12A

Little Rock, AR 72212

**To IDT:**  
Rich Maratea  
IDT America, Corp.  
550 Broad Street, 17<sup>th</sup> Floor  
Newark, New Jersey 07102  
Phone: 973-438-3408  
Facsimile: 973-438-1455  
Email: rich.maratea@idt.net

- 12.8 Either Party may unilaterally change its designated representative and/or address, telephone contact number or facsimile number for the receipt of notices by giving seven (7) days' prior written notice to the other Party in compliance with this Section.

4. **Replace General Terms and Conditions, Section 15.0 Network Maintenance and Management with the following:**

**15.0 Network Maintenance and Management**

- 15.1 The Parties will work cooperatively to implement this Agreement. The Parties will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, etc.) to achieve this desired reliability, subject to the confidentiality provisions herein.

- 15.2 Each Party will provide a 24-hour contact number for Network Traffic Management issues to the other's surveillance management center. A facsimile (FAX) number must also be provided to facilitate event notifications for planned mass calling events. Additionally, both Parties agree that they will work cooperatively to ensure that all such events will attempt to be conducted in such a manner as to avoid disruption or loss of service to other End Users.

**15.2.1 24 Hour Network Management Contact:**

**For Windstream:**

**Contact Number:** 330-650-7929

**For IDT:**

**Contact Number:** 973-438-3303

- 15.3 Neither Party will use any service provided under this Agreement in a manner that impairs the quality of service to other carriers or to either Party's subscribers. Either Party will provide the other Party notice of said impairment at the earliest practicable time.

5. **Miscellaneous Provisions:**

- 5.1 **Conflict between this Amendment and the Agreement.** This Amendment shall be deemed to revise the terms and provisions of the Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of




this Amendment and the terms and provisions of the Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 5.

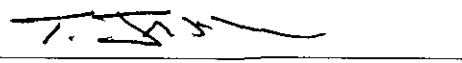
- 5.2 Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
- 5.3 Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.
- 5.4 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Sections 1, 2, 3, 4, and 5 of this Amendment, and, except to the extent set forth in Sections 1, 2, 3, 4, and 5 of this Amendment, the terms and provisions of the Agreement shall remain in full force and effect after the Effective Date.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

**Windstream Pennsylvania, LLC**  
(f/k/a Windstream Pennsylvania, Inc.)  
**Windstream Buffalo Valley, Inc**  
(collectively "Windstream")

**IDT America, Corp.**  
("IDT")

By: 

By:   
2/22/10

Printed: Michael D. Rhoda

Printed: Thomas Jordan

Title: Senior Vice President – Government Affairs

Title: Vice President – Facilities-Based CLEC Services

From: Origin ID: LITA (501) 748-5354  
Jean Griffis  
Windstream  
4001 Rodney Parham Rd.  
1170 - B1F03-53A  
Little Rock, AR 72212



Ship Date: 09APR10  
ActWgt: 1.0 LB  
CAD: 9872960/NET3010

Delivery Address Bar Code



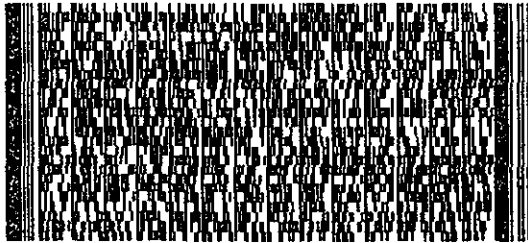
Ref # 083000020.69010.5340  
Invoice #  
PO #  
Dept #

SHIP TO: (717) 772-7777 BILL SENDER  
**James J. McNulty, Secretary**  
**Pennsylvania PUC**  
**Commonwealth Keystone Building**  
**400 North Street, Room N201**  
**Harrisburg, PA 17120**

MON - 12 APR A1

TRK# 7985 5513 4271  
0201

PRIORITY OVERNIGHT

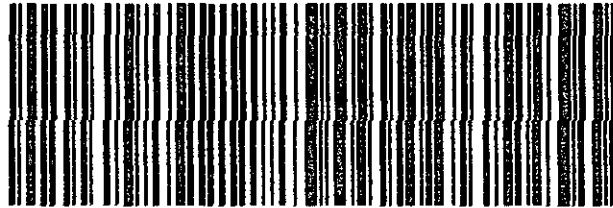


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MDT



MSG1 ENR 2/5/10

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