



Windstream Communications
4001 North Rodney Parham Road
1170-B3F04-41
Little Rock, AR 72212

W. Lee Elliott
Staff Manager - Negotiations
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ofc. 501-748-5686
fax. 501-748-6583

RECEIVED

MAR 18 2011

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

March 18, 2011

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

RE: Amendment of Interconnection Agreement between Windstream Pennsylvania, LLC and Sprint Communications Company, LP

Dear Sir or Madam:

Please find enclosed a petition, original and three copies of an Amendment to the approved Interconnection Agreement between Windstream Pennsylvania, Inc. and Sprint Communications Company, LP.

Also enclosed is a CD containing the amendment on pdf format. Please call me at 501-748-5686 if you have any questions regarding this filing.

Sincerely,

A handwritten signature in black ink that reads "W. Lee Elliott". The signature is written in a cursive, flowing style.

W. Lee Elliott
Attachment

Before The
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Petition for Approval of an :
amendment to an Interconnection :
Agreement under Section 252 of the : Docket No.
Telecommunications Act of 1996 :
between Windstream Pennsylvania, :
LLC and Sprint Communications
Company, LP

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PETITION

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

NOW COME, Windstream Pennsylvania, LLC ("Windstream") and Sprint Communications Company, LP ("Sprint") and respectfully submit to the Pennsylvania Public Utility Commission ("Commission") for approval, the attached Amendment to Interconnection Agreement ("Agreement") Between Windstream Pennsylvania, LLC and Sprint Communications Company, LP 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. Windstream and Sprint, therefore, respectfully request that the Commission approve the Amendment. In support of this request, Windstream and Sprint state as follows:

1. Windstream is an incumbent local exchange carrier authorized to provide local exchange telecommunications services in Pennsylvania.
2. Sprint is a telecommunications company with its principal place of business at 6200 Sprint Parkway, Overland Park, Kansas 66251.

3. Windstream and Sprint have entered into the Amendment pursuant to §252 of TA-96.

4. The Amendment 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 Amendment 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, as amended, and remain free to negotiate independently with Windstream pursuant to Section 252 of TA-96.

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

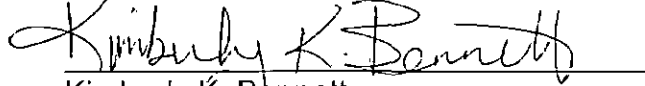
7. The parties request that the Commission approve the Amendment without revision as quickly as possible, under Section 252(e)(4) of TA-96, consistent with the public interest.

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

Respectfully submitted,

Windstream Pennsylvania, LLC

By:

A handwritten signature in black ink that reads "Kimberly K. Bennett". The signature is written in a cursive style and is positioned above a solid horizontal line.

Kimberly K. Bennett

Attorney for Windstream

4001 Rodney Parham Road

Mailstop: 1170-B1F03-53A

Little Rock, Arkansas 72227

(501) 748-6374

(501) 748-7996 (Fax)

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

Dated: March 18, 2011

AMENDMENT NO. 1

to the

INTERCONNECTION AGREEMENT

between

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

and

SPRINT COMMUNICATIONS COMPANY, LP

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

This Amendment No. 1 ("Amendment") is made this 17th day of MARCH, 2011 ("Amendment Effective Date"), by and between Windstream Pennsylvania, LLC (f/k/a Alltel Pennsylvania, Inc.) with its principal place of business at 4001 Rodney Parham Rd., Little Rock, Arkansas 72212 and the Sprint Communications Company L.P. entities listed on the signature page of this Amendment, individually and collectively doing business as Sprint (collectively "Carrier"), with its principal place of business at 6200 Sprint Parkway, Overland Park, Kansas 66251. Windstream and Sprint 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, Carrier and Windstream are Parties to an Interconnection Agreement entered into pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 dated July 12, 2007, which was approved on August 30, 2007 by the Pennsylvania Utilities Commission in Docket No. A-310183F7004 (the "Agreement"); and

WHEREAS, the Parties, pursuant to Section 252(a) of the Communications Act of 1934, as amended, (the "Act") and Section 22 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 Paragraph 1 of the General Terms and Conditions with the following paragraph

1.1. This Interconnection Agreement ("Agreement") is entered into between Windstream Pennsylvania, LLC (f/k/a Alltel Pennsylvania, Inc.), Windstream D&E, Inc (f/k/a Denver and Ephrata Telephone and Telegraph Company), Windstream Conestoga, Inc (f/k/a Conestoga Telephone and Telegraph Company) and Windstream Buffalo Valley, Inc. (f/k/a Buffalo Valley Telephone Company) (collectively "Windstream"), having an office at 4001 North Rodney Parham Road, Little Rock, Arkansas 72212 and Sprint Communications Company L.P. ("Sprint"), having an office at 6200 Sprint Parkway, Overland Park, Kansas 66251. Hereinafter, Windstream and Sprint are referred to individually as "Party" and collectively as "the Parties."

2. Add the following Paragraph as 3.5 to Section 3, Attachment 12 [Compensation] of the Agreement:

3.5 The Parties agree that, notwithstanding anything contrary in this Agreement, if the actual usage data indicates that the Local Telecommunications Traffic terminated to one Party has experienced a significant increase (significant increase defined as a 60% increase in monthly traffic volume compared to the traffic volume for the same month one year prior), the Party experiencing the increased obligation resulting from such increase may provide the other Party a written request to investigate the reasons for the significant increase and to provide a response to the requesting

Party within 30 days of the receipt of the written request. If the reason for the significant increase is expected to continue, the Party requesting the investigation may request to renegotiate the interconnection agreement. The impacted Party may request, and the other Party agrees to provide, the call detail records supporting the increased volume for each month the increase occurred. Upon a request from a Party to renegotiate, the reciprocal compensation billing will be limited to the average monthly usage for the three successive months prior to the first occurrence of the significant increase of traffic on a going forward basis until a successor agreement is reached between the Parties, either through voluntary negotiation or arbitration. Reciprocal compensation will be trued up retroactively to the date of the written request to renegotiate consistent with the reciprocal compensation terms of the replacement agreement.

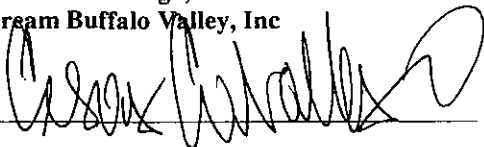
3. Miscellaneous Provisions

- 3.1 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 2.
- 3.2 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.
- 3.3 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.
- 3.4 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Sections 1, 2 and 3 of this Amendment. and, except to the extent set forth in Sections 1, 2 and 3 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, Inc.
Windstream D&E, Inc
Windstream Conestoga, Inc
Windstream Buffalo Valley, Inc

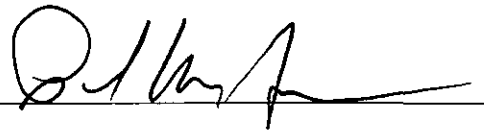
By: _____



Printed: Cesar Caballero
Title: Vice President – Regulatory Strategy

Sprint Communications Company, LP
(collectively “Carrier”)

By: _____



Printed: Paul W. Schieber
Title: Vice President – Access Strategy & Roaming

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

Origin ID: LITA



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 CAD: 9872960/NET3130

Delivery Address Bar Code



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James J. McNulty, Secretary
Pennsylvania PUC
Commonwealth Keystone Building
400 North Street, Room N201
Harrisburg, PA 17120

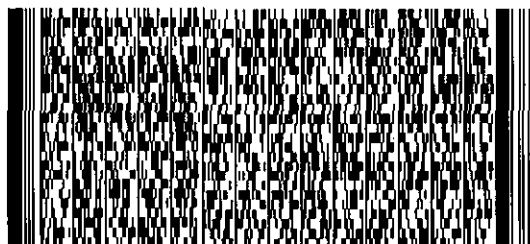
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