

Scott Terry
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Windstream Communications
4001 Rodney Parham Road
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scott.a.terry@windstream.com

--Via Federal Express --

May 1, 2013

James J. McNulty, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Bldg.
400 North Street
Harrisburg, PA 17120
Telephone: 717-772-7777
Facsimile: 717-783-9526

RE: Docket No. A-2009-2085805 - Amendment No. 1 to the Interconnection Agreement between Windstream Conestoga, Inc. f/k/a Conestoga Telephone and Telegraph Company and Comcast Business Communications, LLC

Dear Mr. McNulty,

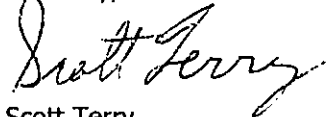
Attached for filing with the Pennsylvania Public Utility Commission are one (1) original and three (3) copies, and an electronic PDF on CD of the Amendment No. 1 to the Interconnection Agreement between Windstream Conestoga, Inc. f/k/a Conestoga Telephone and Telegraph Company and Comcast Business Communications, LLC (Docket No. A-2009-2085805).

The intention of Amendment No. 1 is to 1) add additional entities to the interconnection agreement, specifically Windstream D&E, Inc. for Windstream and Comcast Digital Phone of Pennsylvania, LLC d/b/a Comcast Digital Phone for Comcast; 2) modify entity names and contact information to their current status; 3) establish terms for the exchange of Toll VoIP traffic; and 4) allow for traffic other than just Local and Intralata Interexchange to be routed over the Parties' interconnection facilities, in accordance with FCC 11-161.

Also, please return a PSC date-stamped copy of this cover letter in the enclosed self-addressed stamped envelope at your convenience.

Please call me at 501-748-5397 if you have any questions regarding this filing.

Sincerely,



Scott Terry

Attachments

RECEIVED

MAY 01 2013

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

RECEIVED

AMENDMENT NO. 1

MAY 01 2013

to the
INTERCONNECTION AGREEMENT

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

between

WINDSTREAM CONESTOGA, INC.
f/k/a CONESTOGA TELEPHONE & TELEGRAPH COMPANY,
WINDSTREAM D&E, INC.

and

COMCAST BUSINESS COMMUNICATIONS,
COMCAST PHONE OF PENNSYLVANIA, LLC dba COMCAST DIGITAL PHONE

This Amendment No. 1 ("Amendment") is made this 18th day of April, 2013 ("Amendment Effective Date"), by and between Windstream Conestoga, Inc. (f/k/a Conestoga Telephone & Telegraph Company), and Windstream D&E, Inc. (collectively "Windstream") with its principal place of business at 4001 Rodney Parham Road, Little Rock, Arkansas, 72212 and Comcast Business Communications, LLC and Comcast Phone of Pennsylvania, LLC dba Comcast Digital Phone (collectively "Comcast"), with its principal place of business at One Comcast Center, Philadelphia, Pennsylvania, 19103. Windstream and Comcast 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, Windstream Conestoga, Inc. (f/k/a Conestoga Telephone & Telegraph Company) and Comcast Business Communications, LLC are Parties to an Interconnection Agreement entered into pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, approved by the Pennsylvania Public Utility Commission on March 26, 2009 in Docket No. A-2009-2085805 (the "Agreement");

WHEREAS, the Federal Communications Commission in Docket No. 01-92, *In the Matter of Developing a Unified Intercarrier Compensation Regime*, issued an order, FCC 11-161, that, in part, affects the Parties rights and obligations with respect to the exchange, including compensation, of VoIP-PSTN traffic, as that term is defined in the Order, and revised call signaling rules effective December 29, 2011 ("FCC Order" or "FCC 11-161"); and

WHEREAS, the Parties, pursuant to Section 252(a) of the Communications Act of 1934, as amended, (the "Act") and 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 Conestoga, Inc. (f/k/a

Comcast Business Communications, LLC and Comcast Phone of Pennsylvania, LLC dba Comcast Digital Phone /
Windstream Conestoga, Inc. (f/k/a Conestoga Telephone & Telegraph Company) and Windstream D&E, Inc.
September 2012

Conestoga Telephone & Telegraph Company), and Windstream D&E, Inc. (collectively "Windstream") with its principal place of business at 4001 Rodney Parham Road, Little Rock, Arkansas, 72212 and Comcast Business Communications, LLC and Comcast Phone of Pennsylvania, LLC dba Comcast Digital Phone (collectively "Comcast"), with its principal place of business at One Comcast Center, Philadelphia, Pennsylvania, 19103. Windstream and Comcast may be hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties". This Amendment covers services in the Commonwealth of Pennsylvania.

2. **Replace all references to "Conestoga" with "Windstream"**
3. **Replace or insert the following definitions in Section 1, Definitions, of the General Terms and Conditions of the Agreement:**

"Internet Service Provider-Bound Traffic" or "ISP-Bound Traffic" or "Internet Traffic" means traffic that is originated by an End User of one Party, delivered to the other Party, and terminated by the other Party to an ISP. For purposes of this Agreement, VoIP-PSTN Traffic is not Internet Traffic.

"Toll VoIP Traffic" is defined as VoIP-PSTN Traffic that is not Local Traffic.

"Voice over Internet Protocol – Public Switched Telephone Network Traffic" or "VoIP - PSTN Traffic", including any traffic referred to in the Agreement as "VoIP" or "VoIP Traffic" or "IP Enabled Voice Traffic", is defined as traffic exchanged between Windstream's network and the Comcast's network in Time Division Multiplexing ("TDM") format and that originates from and/or terminates to a Party's End User in Internet Protocol ("IP") format. Telecommunications traffic originates and/or terminates in IP format if it originates from and/or terminates to an End User of a Service that requires IP compatible customer premises equipment. For purposes of this Agreement, VoIP-PSTN Traffic that originates and terminates within the same Local Calling Area as defined for Local Traffic will also be treated as Local Traffic.

4. **Replace Section 9, Notices, in the General Terms and Conditions of the Agreement with the following:**

9 **Notices**

- 9.1 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:

Legal Notices and Interconnection Agreement Notices:

To Comcast:

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

Facsimile: 215-286-5039
Email: richard_chapkis@comcast.com

Copy to:

Comcast
Beth Choroser
Executive Director of Regulatory Affairs
One Comcast Center, 55th Floor
Philadelphia, PA 19103
Phone: 215-286-7893
Facsimile: 215-286-5039
Email: beth_choroser@comcast.com

To Windstream:

Windstream
Staff Manager – Interconnection Services
4001 Rodney Parham Road
Mailstop: 1170 B1F2-12A
Little Rock, AR 72212
Phone: 501-748-7000
Facsimile: 501-748-6583
Email: wci.wholesale.services@windstream.com

Copy to:

Windstream
Legal Department
4001 Rodney Parham Road
Mailstop: 1170 B1F3-53A
Little Rock, AR 72212
Phone: 501-748-7000
Facsimile: 501-748-6583
Email: wci.wholesale.services@windstream.com

Tax Notices:

To Comcast:

Comcast
Dominic Zambrano
Director, Sales and Use Tax
One Comcast Center, 55th Floor
Philadelphia, PA 19103
Phone: 215-286-7347
Facsimile: 866-821-8289
Email: dominic_zambrano@comcast.com

To Windstream:

Windstream
Director State and Local Taxes
4001 Rodney Parham Road

Mailstop: 1170 B1F3-70A
Little Rock, AR 72212
Phone: 501-748-7000
Facsimile: 501-748-5191
Email: corp.sales.tax.inquiries@windstream.com

Copy to:

Windstream
Staff Manager – Interconnection Services
4001 Rodney Parham Road
Mailstop: 1170 B1F2-12A
Little Rock, AR 72212
Phone: 501-748-7000
Facsimile: 501-748-6583
Email: wci.wholesale.services@windstream.com

24 Hour Network Traffic Management Contact:

To Comcast:

Phone: 1-800-777-9824
Facsimile: 1-720-267-7665

To Windstream:

Phone: 1-330-650-7929

- 9.2 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.
- 9.3 Initial courtesy communications may be provided via email message to the parties set forth above. However, such email communications will be followed by one of the notice methods set forth above in Section 9.1, and notice will be deemed given only pursuant to the terms of Section 9.1.

5. Incorporate and replace the Sections in the Interconnection and Number Portability Attachment of the Agreement as follows:

- 1.1 The Parties agree that they will deliver to each other over the interconnection facilities only the following traffic: (1) Local Traffic, (2) Local Internet Traffic, (3) IntraLATA Interexchange Traffic exchanged between the Parties; (4) jointly-provided Exchange Access Traffic as set forth in Appendix C, (5) Transit traffic as defined in Section 8 of this Attachment; and (6) terminating Toll VoIP Traffic originating on each other's networks.
- 1.2 Each Party agrees that it will not provision any of its services in a manner that will result in, or permit, the circumvention of the application of intrastate or interstate access charges by the other Party. Traffic other than traffic as listed in Section 1.1 above is not within the scope of this Agreement, except that VNXX Traffic shall be treated as set forth in Section 1.3.1 of this Attachment. As such, all traffic, including, but not limited to VNXX Traffic and Interexchange Traffic, that does not originate and terminate within the same Local Calling Area is subject to each Party's intrastate and interstate Switched Exchange Access Service tariffs. Both Parties agree that

they will engineer their respective networks and design their respective systems to deliver traffic in compliance with this Agreement.

- 2.1.1.2 The Parties agree to interconnect at one or more IPs at the Windstream tandem(s) which Comcast NPA-NXXs subtend in accordance with the following options:
 - (a) an IP at a mid-span meet point established between the Parties at a point on the incumbent network of Windstream;
 - (b) any other mutually-agreed to arrangement, as negotiated by the Parties.

- 2.2.1 The Parties will interconnect one or more trunk groups for the transmission and routing of (1) Local Traffic, (2) Local Internet Traffic, (3) IntraLATA Interexchange Traffic exchanged between the Parties; (4) jointly-provided Exchange Access Traffic; (5) Transit Traffic or (6) terminating Toll VoIP Traffic originating on each other's networks. The Parties agree to connect trunks at a minimum DS1 level.

- 4.1 Each Party, at its own expense, reserves the right to audit pursuant to Section 4 of the General Terms & Conditions of this Agreement all traffic and any associated billing as specified in this Section of the Agreement, to ensure that only traffic as provided in Section 1.1 of this Attachment is being routed on the Interconnection Trunks and that rates are being applied appropriately.

- 4.2.1 Signaling Parameters. Windstream and Comcast are required to provide each other the proper signaling information as required by Applicable Law and further clarified by FCC Order (FCC 11-161) to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided unchanged including CPN, calling party category and ChN (Charge Number) on all calls. All privacy indicators will be honored. The ChN is to be passed unaltered in SS7 signaling fields where it is different than CPN; ChN must not be populated with a number associated with an intermediate switch, platform, or gateway, or other number that designates anything other than a calling party's charge number; and if MF signaling is used then the ChN must be included in the ANI field if different from the CPN. Where SS7 connections exist, each Party shall pass all CCS signaling parameters, where available, on each call carried over interconnection trunks. If either Party fails to provide valid originating information, such traffic without the valid originating information will be billed by the terminating Party as Exchange Access when the calls traverse an interconnection trunk. Notwithstanding the preceding, if five percent (5%) or less of the traffic originated by a Party fails to include the proper signaling information as defined herein, such traffic will be treated by the terminating Party as having the same jurisdictional ratio as the traffic that includes the proper signaling information. The Parties will coordinate and exchange data as necessary to determine the cause of the CPN/ChN failure if/when the amount of traffic does not include the proper signaling information exceeds five percent (5%) and assist in its correction.

- 4.2.2 Where available each Party shall cooperate to ensure that all of its trunk groups are configured utilizing the B8ZS ESF protocol for 64 kbps clear channel transmission to allow for ISDN interoperability between the Parties' respective networks.

- 4.2.3 The Parties shall jointly develop a grooming plan (the "Joint Grooming Plan") which shall define and detail, inter alia,
 - 4.2.3.1 disaster recovery provisions and escalations;

- 4.2.3.2 direct/high usage trunk engineering guidelines; and
- 4.2.3.3 such other matters as the Parties may agree.
- 4.2.4 Each Party shall make available to the other Party, or publish in the LERG, a test line (either milliwatt or announcement test line) for use by the other party to test call quality.

4.3 Local Traffic, Local Internet Traffic, IntraLATA Interexchange Traffic exchanged between the Parties, jointly-provided Exchange Access Traffic and Transit Traffic or Toll VoIP Traffic

4.3.1 The Parties shall reciprocally terminate (1) Local Traffic, (2) Local Internet Traffic (3) IntraLATA Interexchange Traffic exchanged between the Parties; (4) jointly-provided Exchange Access Traffic; (5) Transit Traffic or (6) terminating Toll VoIP Traffic originating on each other's networks as follows:

4.3.1.1 Where technically feasible, the Parties shall make available to each other two-way trunks for the reciprocal exchange of traffic as provided in Section 4.3.1 above. In such case, each Party will provide to each other its Percentage of Local Use (PLU) for billing purposes on a quarterly basis. If the PLU is not provided, the one already in effect stays in effect. If either Party questions the accuracy of the other's PLU, that issue may be included in a verification review as provided in the General Terms and Conditions. Pending such verification review, the PLU in effect immediately prior to the verification review shall remain in effect. If at any time during the term of this Agreement, the average monthly number of minutes of use (combined Local Traffic, Local Internet Traffic, IntraLATA Interexchange Traffic, jointly provided Exchange Access Traffic, Transit Traffic and Toll VoIP Traffic) terminated by either Party on the network of the other exceeds the network engineering practices as mutually agreed to by the Parties, the Party on whose network those minutes have been terminated may elect to require jurisdictionally separate trunks for (1) Local Traffic, Local Internet Traffic, IntraLATA Interexchange Traffic and terminating Toll VoIP Traffic exchanged between the Parties; (2) jointly provided Exchange Access Traffic, and (3) Transit Traffic.

4.3.1.2 Where technically feasible, each Party's operator bureau shall accept Busy Line Verify ("BLV") and Busy Line Verify and Interrupt ("BLVI") inquiries from the operator bureau of the other Party in order to allow transparent provisioning of BLV/BLVI traffic between the Parties' networks. Each Party shall route BLV/BLVI inquiries between the Parties respective operator bureaus.

4.3.2 The Parties shall utilize the interconnection facilities for delivery of only the traffic as outlined in this Agreement.

4.4 Compensation Introduction

- 4.4.1 For purposes of compensation under this Agreement, the traffic exchanged between the Parties will be classified as one of six types: (1) Local Traffic, (2) Local Internet Traffic, (3) IntraLATA Interexchange Traffic, (4) jointly provided Switched Exchange Access Traffic, (5) Transit Traffic or (6) terminating Toll VoIP Traffic, except that VNXX Traffic shall be treated as set forth in Section 1.3.1 of this Attachment. The Parties agree that, notwithstanding the classification of traffic by Comcast with respect to its End Users, the classification of traffic provided in this Agreement shall control with respect to compensation between the Parties under the terms of this Agreement. The provisions of this Attachment shall not apply to services provisioned by Windstream to Comcast as local Resale Services.
- 4.4.2 Intentionally left blank.
- 4.4.3 Intentionally left blank.
- 4.4.4 Traffic, other than Local Internet Traffic and Local Traffic, shall be terminated to a Party subject to that Party's applicable tariffed access charges.
- 4.4.5 In the event that Comcast does not have a filed IntraLATA Interexchange tariff for access service, Comcast agrees to utilize rates that do not exceed Windstream's tariffed access rates.

7. Identification and Compensation of Toll VoIP Traffic

- 7.1 This Section governs the identification and compensation of Toll VoIP Traffic exchanged by the Parties over the interconnection facilities that will be subject to terminating switched access rates in accordance with the Federal Communications Commission Report and Order in WC Docket Nos. 10-90, etc., FCC Release No. 11-161 (Nov. 18, 2011) ("FCC Order") as it may hereinafter be amended or clarified. Specifically, this Section establishes the method of distinguishing Toll VoIP Traffic from total intrastate access traffic originated by a Party, so that Toll VoIP Traffic will be billed in accordance with the FCC Order.
- 7.2 The Parties will bill Toll VoIP-PSTN traffic which it identifies in accordance with this Attachment at rates which do not exceed applicable tariffed interstate switched access rates.
- 7.3 Each Party will determine the number of Toll VoIP Traffic minutes of use ("TVMOU") to which it will apply its switched access rates under Section 7.2, above, by applying a terminating Percent VoIP Usage ("TPVU") factor to the total intrastate access MOU terminated by a Party to its End Users. Each Party is responsible to the other Party for all Toll VoIP-PSTN traffic it sends to the other Party for termination, regardless of CIC or other call signaling information. The TPVU will be derived and applied as follows:
 - 7.3.1 Intentionally left blank.
 - 7.3.2 Each Party will calculate and furnish to the terminating Party a TPVU factor, along with supporting documentation, representing the whole number percentage of its total terminating intrastate access MOU that shall be deemed as

terminating TVMOUs subject to terminating switched access rates as set forth in Section 7.2 above.

7.3.3 For Comcast, the TPVU and supporting documentation shall be based on information such as the percent of a Party's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information. Comcast shall not modify its reported PIU factor to account for Toll VoIP Traffic. Upon receipt of the TPVU from the originating Party, the terminating Party shall have 10 days to either (i) accept the TPVU as valid or (ii) notify the other Party, pursuant to the Notice terms of this Agreement, that the TPVU cannot be verified and invoke terms pursuant to Sections 7.3.3.1 and 7.3.3.2 below. If the TPVU provided by the originating Party is accepted as valid by the terminating Party or if there is no Notice within 10 days of receipt by the terminating Party that the TPVU is not valid, the TPVU provided by the originating Party shall be deemed valid for purposes of use herein. After the TPVU factors have been validated, or deemed valid, by the terminating Party, the Parties will use the TPVU factors to calculate a TPVU factor representing the percentage of toll VoIP traffic to be applied to each Party's total terminating intrastate access MOU as indicated in Sections 7.3.4 for the initial TPVU factor or 7.3.5 for an updated TPVU factor. The TPVU factor will be calculated as the sum of: (a) the TPVU factor provided by Comcast and (b) the TPVU factor provided by Windstream times (1.0 minus the PVU factor provided by Comcast). By way of example:

Example 1: The Windstream provided TPVU factor is 5% and the Comcast provided TPVU factor is 10%. The TPVU factor is equal to $10\% + (5\% \times 90\%) = 13\%$. Each Party will bill 13% of its terminating intrastate access MOU as set forth in Section 7.2 above.

Example 2: The Windstream provided TPVU factor is 5% and the Comcast provided TPVU factor is 100%. The TPVU factor is equal to $100\% + (5\% \times 0\%) = 100\%$. Each Party will bill 100% of its terminating intrastate access MOU as set forth in Section 7.2 above. For purposes of clarification, no matter what the other Party's TPVU factor is, if either Party's supported and agreed upon TPVU factor is 100%, both Parties will bill 100% of the intrastate access traffic originated by the other Party that terminates to their respective end-users as set forth in Section 7.2 above.

7.3.3.1 In the event the terminating Party provides Notice pursuant to Section 7.3.3 above that it cannot verify the TPVU, such Party will request additional relevant information to support the TPVU and no changes will be made to the existing TPVU factor. The other Party shall supply the requested additional information within 15 days of the request. If, after review of the information, the Parties establish a revised TPVU factor, the Parties will begin using the revised TPVU factor with the next bill period; provided however, if the initial or updated TPVU factor provided by the other Party pursuant to Section 7.3.3 is deemed valid, the Parties will apply the initial or updated TPVU factor to the associated terminating intrastate access MOU as indicated in Sections 7.3.4 or 7.3.5 below.

7.3.3.2 Any disputes under Section 7.3.3.1 shall be resolved pursuant to the Dispute Resolution terms in Section 12 of the Agreement General Terms and Conditions. During the pendency of a dispute, the most recent undisputed TPVU factor will be used by the terminating Party; subject to retroactive true-up upon resolution of the dispute.

7.3.4 The terminating Party will apply the initial TPVU factor(s) provided by the originating Party retroactively to December 29, 2011, *provided that* the factor(s) and supporting documentation are provided as specified in Section 7.3.3 above to the terminating Party no later than 15 days after the effective date of this Amendment for use pursuant to Section 7.3.3. Provided, however, if a Party has previously provide TPVU factor(s) and supporting documentation which has otherwise been accepted by the other Party, such TPVU factor shall be deemed valid for use pursuant to Section 7.3.3. If a Party does not furnish the terminating Party with an initial TPVU factor pursuant to the preceding Section 7.3.3, the initial factor for such Party's terminating Toll VoIP Traffic will be deemed to be zero percent (0%).

7.3.5 A Party may update its TPVU factor semi-annually using the method set forth in this Section 7.3.5. If a Party chooses to submit an update of the TPVU factor, it shall forward to the terminating Party, no later than 15 days after the first day of January and/or July of each year, a revised TPVU factor and supporting documentation based on data for the prior three months, ending the last day of December and/or June, respectively. The revised TPVU factor will apply prospectively effective on the next bill date after receipt of the revised factor and serve as the basis for billing until superseded by a new verified factor; *provided that* the factor and supporting documentation are provided, validated and recalculated pursuant to Section 7.3.3 above.

6. **Delete Appendix A in its entirety.**

7. **Miscellaneous Provisions:**

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 7.

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.

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.

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, 5, 6, and 7 of this Amendment, and, except to the extent set forth in Sections 1, 2, 3, 4, 5, 6 and 7 of this Amendment, the terms and provisions of the Agreement shall remain in full force and effect after the Effective Date.

Reservation of Rights. The Parties disagree about the interpretation and implications of certain aspects of the FCC Order, including but not limited to the need to amend the Interconnection Agreement to implement the VoIP PSTN intercarrier compensation rates established by the FCC in the Order. Further neither Party waives, but instead expressly reserves, any rights, remedies or arguments it may have with respect to interpretation and implementation of the FCC Order. However, without prejudice to either Party's position concerning the FCC Order, the Parties agree that the exchange of VoIP-PSTN Traffic and call signaling obligations shall be handled in the manner set forth herein for purposes of this Agreement only and on an interim basis only until the earlier of (i) the expiration or termination of this Agreement or (ii) until the FCC issues an Order clarifying or addressing the matters covered by this Amendment. Once the FCC issues such an order, the Parties agree to comply with the FCC order and amend the Agreement, if necessary. Both Parties reserve the right to advocate any position with regard to the matters set forth in this Amendment before all relevant forums, and the terms of this Agreement shall not be deemed or considered to have any probative value as to the substance of either Party's rights or advocacy positions, nor shall this Agreement be deemed to constitute the acquiescence by either party, or a waiver by either party, to the future treatment of such matters, outside the context of this Agreement. Neither Party shall have any affirmative duty to respond to any advocacy by the other Party about the laws applicable to such matters, nor be estopped or otherwise precluded from asserting any such rights reserved hereunder at any time hereafter, without any diminishment of such right based upon the passage of time or any course of conduct.

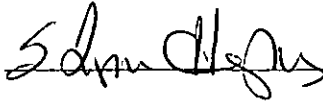
Signature Page Follows

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

Windstream Conestoga, Inc.
(f/k/a Conestoga Telephone & Telegraph Company),
and Windstream D&E, Inc.
(collectively "Windstream")

Comcast Business Communications, LLC
and Comcast Phone of Pennsylvania, LLC
dba Comcast Digital Phone
(collectively "Comcast")

By:

 _____

Printed: S. Lynn Hughes

Title: Director - Interconnection

By:

 _____

Printed: Michael Clancy

Title: VP Carrier Management

Before The
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Petition for Approval of an :
amendment to an Interconnection :
Agreement under Section 252 of the : Docket No. A-2009-2085805
Telecommunications Act of 1996 :
between Windstream Conestoga, :
Inc. f/k/a Conestoga Telephone and :
Telegraph Company and Comcast :
Business Communications, LLC :

RECEIVED

MAY 01 2013

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

PETITION

NOW COME, Windstream Conestoga, Inc. ("Windstream") and Comcast Business Communications, LLC ("Comcast") and respectfully submit to the Pennsylvania Public Utility Commission ("Commission") for approval the attached Amendment to the Interconnection Agreement ("Agreement") between Windstream and Comcast under the Telecommunications Act of 1996 ("TA-96") and pursuant to the Commission's Order entered June 3, 1996, In Re: Implementation of the Telecommunications Act of 1996, Docket No. M-00960799.

The parties to the Agreement are Windstream and Comcast. This Amendment adds additional entities for both Windstream and Comcast, specifically Windstream D&E, Inc. for Windstream and Comcast Digital Phone of Pennsylvania, LLC d/b/a Comcast Digital Phone for Comcast. In addition, this Amendment modifies entity names and contact information to their current status, establishes terms for the exchange of Toll VoIP traffic and allows for traffic other

than just Local and Intralata Interexchange to be routed over the Parties' interconnection facilities, in accordance with FCC 11-161. Windstream and Comcast, therefore, respectfully request that the Commission approve the Amendment. In support of this request, Windstream and Comcast state as follows:

1. Windstream is an incumbent local exchange carrier authorized to provide local exchange telecommunications services in Pennsylvania.

2. Comcast is a telecommunications company with its principal place of business at One Comcast Center, Philadelphia, PA 19103.

3. Windstream and Comcast 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 Comcast'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 Conestoga, Inc.

By: 

Cesar Caballero
Attorney for Windstream
4001 Rodney Parham Road
Mailstop: 1170-B1F03-53A
Little Rock, Arkansas 72227
(501) 748-7142
(501) 748-7996 (Fax)
E-mail: cesar.caballero@windstream.com

Dated: May 1, 2013

From: (501) 748-5559
Leigh Anderson
Windstream Communications
4001 N Rodney Parham Rd
mail stop 1170B1F02-1207
Little Rock, AR 72212

Origin ID: LITA



J13111302120326

Ship Date: 01MAY13
ActWgt: 1.0 LB
CAD: 102896563/NET3370

Delivery Address Bar Code



SHIP TO: (717) 772-7777
James J. McNulty
PA Public Utility Commission
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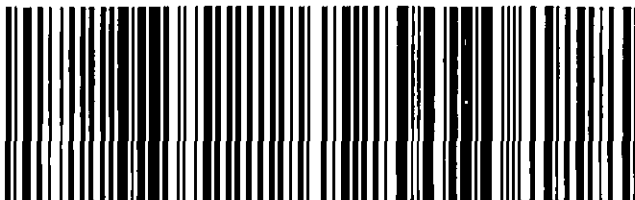
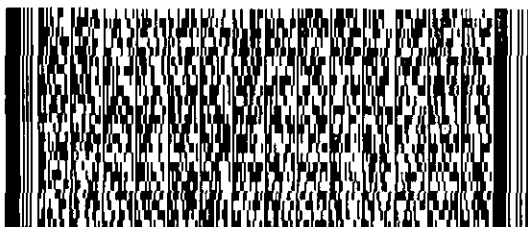
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