

Before The  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

---

Petition for Approval of an :  
amendment to an Interconnection :  
Agreement under Section 252 of the : Docket No. A-311014F7004  
Telecommunications Act of 1996 :  
between Windstream Pennsylvania, :  
LLC and Armstrong  
Telecommunications, Inc. d/b/a ATI

---

PETITION

---

NOW COME, Windstream Pennsylvania, LLC (“Windstream”) and Armstrong Telecommunications, Inc. d/b/a ATI (“ATI”) and respectfully submit to the Pennsylvania Public Utility Commission (“Commission”) for approval the attached Amendment to the Interconnection Agreement (“Agreement”) between Windstream and ATI under the Telecommunications Act of 1996 (“TA-96”) and pursuant to the Commission’s Order entered February 12, 2007, Docket No. A-311014F7004.

The parties to the Agreement are Windstream and ATI. This Amendment allows for the parties to port numbers from each other when only an indirect interconnection arrangement is in place. In addition, this Amendment modifies Windstream’s entity name to its current status. Windstream and ATI, therefore, respectfully request that the Commission approve the Amendment. In support of this request, Windstream and ATI state as follows:

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

2. ATI is a telecommunications company with its principal place of business at One Armstrong Place, Butler, PA 16001.

3. Windstream and ATI 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 ATI'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, 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: December 19, 2013

**AMENDMENT NO. 1**

**to the**

**INTERCONNECTION AGREEMENT**

**between**

**WINDSTREAM PENNSYLVANIA, LLC**

**AND**

**ARMSTRONG TELECOMMUNICATIONS, INC. D/B/A ATI**

This Amendment No. 1 (the "Amendment") is by and between Armstrong Telecommunications, Inc. d/b/a ATI ("ATI"), a Pennsylvania corporation and Windstream Pennsylvania, LLC, a Delaware limited liability company ("Windstream"). (ATI and Windstream may be hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties"). The effective date of this Amendment will be the first business day following its approval by the Pennsylvania Public Utility Commission. If this Amendment is not approved by the Pennsylvania Public Utility Commission, the parties agree to work cooperatively to resolve all issues identified by the Commission. This Amendment covers services in the state of Pennsylvania.

**WITNESSETH:**

**WHEREAS**, ATI and Windstream are Parties to an Interconnection Agreement entered into pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, that was executed on August 7, 2006 (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 all references to "Windstream Pennsylvania, Inc." with "Windstream Pennsylvania, LLC".
2. Amendment to the Agreement
  - 2.1 Attachment 14: Number Portability Section 2.2 is deleted and replaced it in its entirety with the following:
    - 2.2 Prior to commencement of any service porting or LRN query service, the Parties must have an approved interconnection agreement along with a conforming, functional network interconnection, pursuant to Attachment 4: Network Interconnection Architecture, between and among involved switches and exchanges.
  - 2.2 Attachment 12: Compensation Section 3.2 is deleted and replaced it in its entirety with the following:

:

- 3.2 The Parties agree to reciprocally exchange Local Traffic between their networks. Each Party shall bill its end-users for such traffic and will be entitled to retain all revenues from such traffic without payment of further compensation to the other Party unless such Local Traffic is not exchanged via a conforming, functional **direct** network interconnection, pursuant to Attachment 4: Network Interconnection Architecture and instead is exchanged via an indirect interconnection. In the event Local Traffic is exchanged via an indirect interconnection, then ATI will compensate Windstream for traffic that Windstream originates that is terminated to ATI via the indirect interconnection at the rate of \$0.003 per minute. Windstream will not owe ATI any compensation for Local Traffic, regardless of how the traffic is routed. For purposes of this section and simplicity, based on current traffic volumes Windstream shall bill and ATI shall pay Windstream for 30,000 minutes per month. This amount of traffic shall be updated quarterly via notice to ATI and shall not require an amendment to change to billing volume.
- 2.3 The following is added to Attachment 12: Compensation as Section 3.2.1:
- 3.2.1 Notwithstanding the previous Section 3.2, if/when Local Traffic exchanged via an indirect interconnection exceeds or is forecasted to exceed a single DS1 of traffic per month to/from a Windstream end office, then ATI shall install and retain direct end office facilities sufficient to handle such traffic volumes. ATI will install additional capacity between such points when overflow traffic exceeds or is forecasted to exceed a single DS1 of traffic per month. In the case of one-way facilities, additional facilities shall only be required by the Party whose facilities have achieved the preceding usage threshold.

### 3.0 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 3.
- 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 and 2 of this Amendment, and, except to the extent set forth in Sections 1 and 2 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**

By: S. Lynn Hughes

Printed: S. Lynn Hughes

Title: Director - Interconnection

Date: 12-16-13

**Armstrong Telecommunications, Inc. d/b/a ATI**

By: James Mitchell

Printed: JAMES MITCHELL

Title: V.P. REGULATORY AFFAIRS

Date: 12/09/2013