



Windstream Communications  
4001 North Rodney Parham Road  
1170-B1F02-1212A  
Little Rock, AR 72212

Scott A. Terry  
Sr. Negotiator & Account Manager  
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May 16, 2014

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

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MAY 16 2014  
PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

Revised Petition for Approval of Interconnection Agreement Between Windstream Pennsylvania, LLC and Salsgiver Telecom, Inc., Docket No. A-2014-2412155

Dear Ms. Chiavetta,

Please find enclosed a revised petition for Docket No. A-2014-2412155, one original and three copies of a replacement page to the previously filed an interconnection agreement between Windstream Pennsylvania, LLC ("Windstream") and Salsgiver Telecom, Inc. ("Salsgiver") for filing with the Pennsylvania Public Utility Commission. Also enclosed is an electronic version of the replacement page in PDF format.

If you would please ensure filing with the Pennsylvania Public Utility Commission and provide the PUC date stamped copy of this cover letter back in the enclosed envelope at your convenience as well as the subsequent commission approval back to me via email (scott.a.terry@windstream.com) and/or to my address, including mailstop in the address block above.

If you have any questions regarding this filing, please don't hesitate to give me a call at 501-748-5397. Thank you in advance for your assistance.

Sincerely,

A handwritten signature in black ink that reads "Scott A. Terry".  
Scott A. Terry

Enclosures

Before The  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

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Revised Petition for Approval of an :  
Interconnection Agreement under :  
Section 252 of the : Docket No. A-2014-2412155  
Telecommunications Act of 1996 :  
between Windstream Pennsylvania, :  
LLC and Salsgiver Telecom, Inc.

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PETITION

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SECRETARY'S BUREAU

NOW COME, Windstream Pennsylvania, LLC ("Windstream") and Salsgiver Telecom, Inc. ("Salsgiver") and respectfully submit to the Pennsylvania Public Utility Commission ("Commission") for approval, the attached replacement page to the Interconnection Agreement which was previously submitted in this Docket No. A-2014-2412155 ("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 replacement page corrects certain language discrepancies and makes clear that the initial term of the Agreement is one (1) year and not two (2) years. The previously submitted Agreement provides for interconnection between the two companies, thereby facilitating Salsgiver's provision of service to customers in Pennsylvania. Windstream and Salsgiver, therefore, respectfully request that the Commission approve the Agreement, including the replacement page. In support of this request, Windstream and Salsgiver state as follows:

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

2. Salsgiver is a telecommunications company with offices at 301 5<sup>th</sup> Street, Freeport, PA 16299.

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

4. The Agreement, including the replacement page, 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, including the replacement page, 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, including the replacement page, and remain free to negotiate independently with Windstream pursuant to Section 252 of TA-96.

6. The Agreement, including the replacement page, is consistent with the public interest, convenience and necessity, as required by Section 252(e)(2)(A)(ii). It will facilitate the continuation of Salsgiver'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, including the replacement page. The parties request that the Commission approve the Agreement, including the replacement page, without revision as quickly as possible, consistent with the public interest.

WHEREFORE, Windstream respectfully requests that the Commission approve the previously submitted Interconnection Agreement and attached replacement page pursuant to TA-96.

Respectfully submitted,

Windstream Pennsylvania, LLC

By:



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Cesar Caballero  
Attorney for Windstream  
4001 Rodney Parham Road  
Mailstop: 1170-B1F03-53A  
Little Rock, Arkansas 72227  
(501) 748-7142  
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Dated: May 16, 2014

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may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in Section 9.0.

**4.0 Term of Agreement**

- 4.1 The Parties agree to the provisions of this Agreement for an initial term of one (1) year from the Effective Date of this Agreement, and thereafter on a month to month basis, unless terminated or modified pursuant to the terms and conditions of this Agreement.
- 4.2 Either Party may request for this Agreement to be renegotiated upon the expiration of the initial one (1) year term or upon any termination of this Agreement. The Party desiring renegotiation shall provide written notice to the other Party. Not later than thirty (30) days from receipt of said notice, the receiving Party will acknowledge receipt of the written notice and the Parties will commence negotiation, which shall be conducted in good faith, except in cases in which this Agreement has been terminated for Default pursuant to Section 4.6 or has been terminated for any reason not prohibited by law pursuant to Section 4.5.
- 4.3 If, during the period from the 135<sup>th</sup> to the 160<sup>th</sup> day (inclusive) of commencing the negotiation referred to in Section 4.2 above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the applicable state Commission to establish appropriate terms, conditions and prices for the Subsequent Agreement pursuant to 47 U.S.C. 252. Should the Commission decline jurisdiction, either Party may petition the FCC under the Act or resort to a commercial provider of arbitration services.
- 4.4 If either Party has requested negotiations and the Parties have not executed a subsequent agreement or filed arbitration at the applicable state commission in accordance with the timeframes in 47 USC 252(a), then this Agreement will terminate upon the date the arbitration window closes (the 160<sup>th</sup> day). Salsgiver Telecom will execute Windstream's then current standard interconnection agreement or adopt another agreement pursuant to 47 U.S.C. 252 with an effective date of the next day following the close of the arbitration window. Failure by Salsgiver Telecom to either execute Windstream's then current standard interconnection agreement or adopt another agreement, will result in termination of all services provided by Windstream to Salsgiver Telecom.
- 4.5 After completion of the initial one (1) year term, this Agreement may be terminated by either Party for any reason not prohibited by law upon sixty (60) days written notice to the other Party. By mutual Agreement, the Parties may amend this Agreement in writing to modify its terms.
- 4.6 In the event of Default or Abandonment, as defined in this §4.6, the non-defaulting Party may terminate this Agreement provided that the non-defaulting Party so advises the defaulting Party in writing ("Default Notice") of the event of the alleged Default and the defaulting Party does not cure the alleged Default with sixty (60) after receipt of the Default Notice thereof. Default is defined as:
- 4.6.1 Either Party's insolvency or initiation of bankruptcy or receivership proceedings by or against the Party; or
- 4.6.2 If a Party is in breach of a material term or condition of this Agreement ("Defaulting Party"), the other Party shall provide written notice of such breach to the Defaulting Party. The Defaulting Party shall have ten (10) business days from receipt of notice to cure the breach. If the breach is not cured, the Parties shall follow the dispute resolution procedure set forth in §9.0 of this Agreement, provided however, that if the alleged material breach involves a material interruption to, or a material degradation of the E911 services provided under this Agreement, the cure shall be five (5) business days from receipt of such notice. If the Defaulting Party is making good faith efforts to cure such

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From: (501) 748-6856  
Chris Cranford  
Windstream Communications  
4001 N Rodney Parham Rd

Origin ID: LITA



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Little Rock, AR 72212

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Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commiss  
400 North Street  
Commonwealth Keystone Building  
HARRISBURG, PA 17105

Ref # BU950901560  
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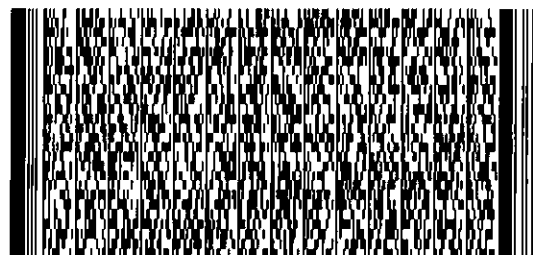
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