

Before The
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Petition for Approval of an :
Amendment No. 1 to the :
Interconnection Agreement under : Docket No. A-2009-2126951
Section 252 of the :
Telecommunications Act of 1996 :
between Windstream Pennsylvania,
LLC and Teleport Communications
America, LLC f/k/a TCG Pittsburg

PETITION

NOW COME, Windstream Pennsylvania, LLC, Windstream D & E, Inc., Windstream Buffalo Valley, Inc., Windstream Conestoga, Inc. (collectively "Windstream") and Teleport Communications America, LLC ("TCAL") f/k/a TCG Pittsburg and respectfully submit to the Pennsylvania Public Utility Commission ("Commission") for approval, the attached Amendment No. 1 to the Interconnection Agreement ("Amendment") 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 seeks to add Windstream D & E, Inc., Windstream Buffalo Valley, Inc., Windstream Conestoga, Inc. to the existing interconnection agreement, thereby facilitating TCAL's provision of service to customers in Pennsylvania. Windstream and TCAL, therefore, respectfully request that the Commission approve the Amendment. In support of this request, Windstream and TCAL state as follows:

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

2. TCAL is a telecommunications company with offices at One Bedminster Way, Bedminster, New Jersey 07921

3. Windstream and TCAL 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) 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 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 Amendment and remain free to negotiate independently with Windstream pursuant to Section 252 of TA-96.

6. The Amendment is consistent with the public interest, convenience, and necessity, as required by Section 252(e)(2)(A)(ii). It will facilitate the

continuation of TCAL'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 Amendment. The parties request that the Commission approve the Amendment without revision as quickly as possible, 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, Windstream
D&E, Inc., Windstream Conestoga, Inc.,
Windstream Buffalo Valley, Inc.

By:

/s/ Cesar Caballero

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: November 6, 2014

AMENDMENT NO. 1

to the

INTERCONNECTION AGREEMENT

between

WINDSTREAM PENNSYLVANIA, LLC

and

TELEPORT COMMUNICATIONS AMERICA, LLC, f/k/a TCG PITTSBURG

This Amendment No. 1 (“Amendment”) is made this 17th day of October, 2014 (“Amendment Effective Date”), by and between Windstream Pennsylvania, LLC, Windstream D & E, Inc., Windstream Buffalo Valley, Inc. and Windstream Conestoga, Inc. (collectively and individually “Windstream”) with its principal place of business at 4001 Rodney Parham Road, Little Rock, Arkansas 72212 and Teleport Communications America, LLC (“TCAL”) f/k/a TCG Pittsburg, with its principal place of business at One Bedminster Way, Bedminster, New Jersey 07921. Windstream and AT&T 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, TCAL and Windstream are Parties to an Interconnection Agreement entered into pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, which was approved on October 26, 2009 by the Pennsylvania Public Service Commission in Order A-2009-2126951 (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. The first unnumbered paragraph of the General Terms and Conditions is replaced in its entirety with the following:

This Agreement (“Agreement”) is between Teleport Communications America, LLC (“TCAL”) f/k/a TCG Pittsburg, having an office at One Bedminster Way, Bedminster, New Jersey 07921 and Windstream Pennsylvania, LLC, Windstream D & E, Inc., Windstream Buffalo Valley, Inc. and Windstream Conestoga, Inc. (collectively and individually “Windstream”), having an office at 4001 Rodney Parham Road, Little Rock, Arkansas, 72212, hereinafter referred to collectively as the “Parties”.

2. Miscellaneous Provisions:

2.1 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.

- 2.2 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.
- 2.3 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.
- 2.4 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
Windstream D & E, Inc.
Windstream Buffalo Valley, Inc.
Windstream Conestoga, Inc.
("Windstream")**

**Teleport Communications America, LLC ("TCAL")
f/k/a TCG Pittsburgh**

By: /s/ S. Lynn Hughes 10/30/14

By: /s/ Sheila Paananen 10/21/14

Printed: S. Lynn Hughes

Printed: Sheila M. Paananen

Title: Director - Interconnection

Title: Lead Carrier Relations Manager