

Before The
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Petition for Approval of an :
Amendment to an Interconnection :
Agreement under Section 252 of the : Docket No. A-311204F7004
Telecommunications Act of 1996 :
between Windstream Pennsylvania, :
LLC f/k/a Alltel Pennsylvania, Inc. :
and Granite Telecommunications, :
LLC

PETITION

NOW COME, Windstream Pennsylvania, LLC f/k/a Alltel Pennsylvania, Inc. ("Windstream") and Granite Telecommunications, LLC ("Granite") and respectfully submit to the Pennsylvania Public Utility Commission ("Commission") for approval, the attached Amendment to an 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 provides for Granite to receive a resale discount from Windstream, thereby facilitating Granite's provision of service to customers in Pennsylvania. Windstream and Granite, therefore, respectfully request that the Commission approve the Amendment. In support of this request, Windstream and Granite state as follows:

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

2. Granite is a telecommunications company with offices at 100 Newport Avenue Ext., Quincy, MA 02171.

3. Windstream and Granite 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 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 Granite's provision of service to its customers, and it will promote competition, thereby fostering the goals of TA-96.

APPROVAL OF THE AGREEMENT

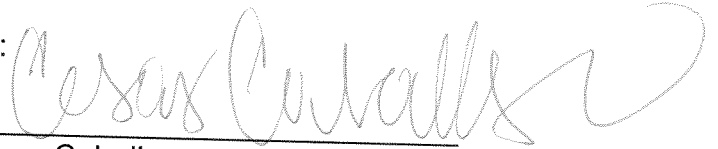
7. Under Section 252(e)(4) of TA-96, the Commission has ninety (90) days to approve or reject the Amendment. The parties request that the Commission approve the Amendment without revision as quickly as possible, consistent with the public interest.

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

Respectfully submitted,

Windstream Pennsylvania, LLC

By:



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Dated: October 14, 2015

AMENDMENT NO. 1

to the

INTERCONNECTION AGREEMENT

between

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

GRANITE TELECOMMUNICATIONS, LLC

This Amendment No. 1 ("Amendment") is made this 1st day of October, 2015 ("Amendment Effective Date"), by and between Windstream Pennsylvania, LLC ("Windstream") with its principal place of business at 4001 Rodney Parham Road, Little Rock, Arkansas 72212 and Granite Telecommunications, LLC ("Granite"), with its principal place of business at 100 Newport Avenue Ext., Quincy, MA 02171. Windstream and Granite may be hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties"). This Amendment covers services in the state of New York.

WITNESSETH:

WHEREAS, Granite and Windstream are Parties to a Resale Agreement was entered into pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Agreement") and approved by the Pennsylvania Public Utility Commission in Docket No. A-311204F7004, which was adopted on March 16, 2006; 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. All references to "Alltel" are replaced with "Windstream".
2. Sections 9.0 and 9.1 of the General Terms and Conditions are deleted and replaced in their entirety with the following:

9.0 **Notices**

9.1 Except as otherwise specifically provided in this Agreement, all notices, consents, approvals, modifications, or other communications to be given under the terms of 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 overnight courier. All notices will be effective upon receipt. All notices shall be directed to the following:

If to Granite:

Granite Telecommunications
Legal Department
100 Newport Avenue Ext.
Quincy, MA 02171
Phone: 617-933-5500

5. Miscellaneous Provisions:

- 5.1 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 5.
- 5.2 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.
- 5.3 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.
- 5.4 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Sections 1, 2, 3 and 4 of this Amendment, and, except to the extent set forth in Sections 1, 2, 3 and 4 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: 

Printed: S. Lynn Hughes

Title: Director - Carrier Interconnect

Date: 10-5-15

Granite Telecommunications, LLC
("Granite")

By: 

Printed: Rand Currier

Title: COO

Date: 9/22/15