

WINDSTREAM SERVICES, LLC

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VIA ELECTRONIC FILING AND ELECTRONIC EMAIL

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
400 North Street
Harrisburg, PA 17105-3265
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**Re: Response to Pennsylvania Public Utility Commission Secretarial Letter
A-2020-3020132; A-2020-3020133; A-2020-3020134; A-2020-3020135;
A-2020-3020136; A-2020-3020137; A-2020-3020138; A-2020-3020139;
A-2020-3020140; A-2020-3020141; A-2020-3020142; A-2020-3020143;
A-2020-3020145; A-2020-3020146; A-2020-3020147; A-2020-3020148;
A-2020-3020149; A-2020-3020151; A-2020-3020152; A-2020-3020153;
A-2020-3020154; A-2020-3020155; A-2020-3020156; A-2020-3020157;
A-2020-3020158; A-2020-3020159; A-2020-3020160; A-2020-3020161;
A-2020-3020162; A-2020-3020164**

Dear Secretary Chiavetta:

The Joint Applicants, Windstream Holdings, Inc., Windstream Services, LLC, and its subsidiaries licensed in Pennsylvania,¹ are in receipt of the Secretarial Letter issued by the Pennsylvania Public Utility Commission (“PUC”) dated August 25, 2020. The Joint Applicants accept the conditions contained in the Secretarial letter, as described in detail below, and look forward to promptly emerging from bankruptcy as authorized by that letter and by Section 63.324 of Title 52 of the Pennsylvania Code.

¹ Windstream Pennsylvania LLC; Windstream Buffalo Valley, Inc.; Windstream Conestoga, Inc.; Windstream D&E Inc.; Windstream Communications, Inc.; Windstream D&E Systems, Inc.; Windstream KDL, Inc.; Intellifiber Networks Inc.; US LEC of Pennsylvania, LLC; Talk America, LLC; PAETEC Communications, Inc.; Choice One Communications of Pennsylvania, Inc. d/b/a EarthLink Business; Cavalier Telephone Mid-Atlantic, LLC; CTC Communications Corp. d/b/a EarthLink Business; MassComm, LLC; Lightship Telecom d/b/a EarthLink Business, LLC; Eureka Telecom, Inc.; Earthlink Business, LLC; ATX Licensing, Inc.; Broadview NP Acquisition Corp.; Broadview Networks, Inc.; BridgeCom International, Inc.; Business Telecom LLC d/b/a EarthLink Business III; American Telephone Company, LLC; A.R.C. Networks, Inc.; Windstream Norlight, Inc.; Windstream NTI, Inc.; McLeodUSA Telecommunications Services, LLC; LDMI Telecommunications Services, LLC; and DeltaCom, LLC. Together with Windstream Holdings, Inc. and Windstream Services, LLC, the “Joint Applicants”.

CONDITIONS

In its Secretarial Letter, the PUC approved the transactions needed for the Joint Applicants to emerge from bankruptcy, subject to following conditions, all of which the Joint Applicants accept:

- a) Joint Applicants agree to provide the PUC with notice within 10 days should the Applicants agree to or accept any condition(s) or commitment(s) related to its emergence transactions in another jurisdiction. In addition, in such notice the Joint Applicants will also offer their agreement to accept the same or reasonably comparable condition for Pennsylvania where appropriate;
- b) The Joint Applicants agree to file a notice if there is a net loss of Pennsylvania employees greater than 15% of their total Pennsylvania employee head count for the 3-year period following the date of the Secretarial Letter;
- c) The Joint Applicants agree to notify the PUC within 30 days of the transaction's closing and confirm that no costs associated with the bankruptcy will be allocated to the operating Pennsylvania companies; and
- d) Windstream Pennsylvania, LLC and Windstream Conestoga, Inc. agree to submit a written plan of compliance with Sections 3014(b)(2) and 3014(b)(5) of Chapter 30 (set out below).

Additionally and importantly, the Joint Applicants received approval of the transactions addressed in this proceeding from the Federal Communications Commission on August 28, 2020.

CHAPTER 30 COMPLIANCE PLAN

In the Secretarial Letter, the PUC referred to nine customer complaints involving two of the Joint Applicants, Windstream Pennsylvania, LLC and Windstream Conestoga, Inc. (referred to below as "Windstream") that involve certain common issues regarding the provision of broadband services. As detailed below, Windstream took decisive action to cure each complaint and has undertaken further steps to prevent their recurrence in the time since the last of these complaints was received by the PUC, roughly two years ago (2018). Therefore, Windstream has met and is currently in compliance with Section 3014(b) of Chapter 30 of the Pennsylvania Public Utility Code.

Section 3014(b) of Chapter 30 of the Public Utility Code ("Chapter 30") requires rural telecommunications carriers to commit to have broadband availability to 100% of their service territory by December 31, 2013. Section 3014 defines broadband availability as "access to broadband service by a retail telephone customer of a local exchange telecommunications company." Broadband is defined as:

"A communication channel using any technology and having a bandwidth equal to or greater than *1.544 megabits per second (Mbps) in the downstream direction* and equal to or greater than *128 kilobits per second (Kbps) in the upstream direction.*"
[Emphasis added]

Section 3014(b)(5) requires that service “be made available” within ten business days of the customer’s request. Moreover, Section 3014(n) allows a provider to participate in joint ventures with other entities to meet its deployment requirements. This latter provision is significant because in some locations that are particularly remote or distant from a telephone company central office, alternative technologies – notably satellite-based services – may present cost-effective alternatives to wireline broadband.

Windstream, like many other telecommunications companies, uses a variety of network technologies to provide voice and broadband services to its end users. A segment of Windstream’s Pennsylvania broadband customers are served by network equipment supported by copper-fed wires; referred to as “copper-fed DSLAMs.”

Footnote 42 of the Secretarial Letter cites to customer complaints that claim DSLAMs are inactive or are being deactivated.² This claim is inaccurate. Windstream has not deactivated its copper-fed DSLAMs. Instead, starting in 2017, Windstream instituted policies limiting new service and upgrade requests to ensure subscribers were only added to a particular DSLAM when adequate network facilities were present. This policy did not affect the broadband service provided to *existing* customers, other than to limit requests to upgrade current services to broadband speeds faster than those required by Chapter 30. In areas where the copper-fed DSLAMs were not adequate to serve *new* customers with broadband, Windstream did not and does not deny service, but instead works with third-party satellite providers to offer alternative service options, also fully compliant with the Chapter 30 requirements noted above. Moreover, Windstream has also been upgrading some copper DSLAMs by installing fiber “upstream” from the DSLAM (that is, between the DSLAM and the core data network) and shortening loop lengths from the DSLAM to the customer premises, each of which improves performance.

Windstream Pennsylvania, LLC and Windstream Conestoga, Inc. each filed separate Network Modernization Plans with the PUC that were approved by the PUC in 2005. In each of these plans, Windstream demonstrated its commitment to reach 100% broadband availability to its service territories either through use of its own network or by entering into joint venture partnerships with third parties.

With this background, we now address the details of each of the nine complaints referenced by PUC in the Secretarial Letter.³

² *Joint Application of Windstream Holdings, Inc., et al. for Approval of a General Rule Indirect Transfer of Control, Docket Nos. A-2020-3020132 et al.* Secretarial Letter issued August 25, 2020. “The complaints alleged, among other things, that Windstream PA and/or Windstream Conestoga deactivated Digital Subscriber Line Access Multiplexers (DSLAMs) in certain areas, missed appointments, delayed installation, and refused to provide service due to the decommissioned and/or capped DSLAMs. Two complaints involved a download speed below the required 1.544 Mbps. While the Commission does not prescribe the network architecture used to provide broadband, if facilities required for such service are deactivated, an ILEC with Chapter 30 broadband obligations must still comply with the statutory broadband requirements to make the service available within 10 business days of a request at the minimum statutory speeds.”

³ For ease of reading, Windstream is quoting verbatim from Customer and BCS responses without the use of “sic.”

1. **Bureau of Consumer Services (“BCS”) Case No.: 3584366**

- Dated January 10, 2018
- Centerville, PA

Customer Complaint – “Customer is disputing that his DSL is running below 1 megabyte, but customer is paying for 3 megabytes. Customer states when someone in the area calls about slow internet, the co is feeding off of someone else's line to boost the slow internet. The speed is back up, but this happens frequently. Customer has been paying for 3 megabytes and feels he is being scammed. Customer wants co to adjust his speed to stay at 3 megabytes.”

Windstream Response in 2018 – A dispatched technician made adjustments to the customer’s provisioning on the DSLAM and Windstream provided the customer with a new modem. These changes improved the customer’s service. In addition, because the customer was served by a copper-fed DSLAM and Windstream could not offer a speed upgrade, Windstream provided the customer with a recurring service credit and offered alternative service with its satellite provider partner if the customer still deemed the service inadequate.

BCS Allegation – “Customer's speed test records indicate download speed of 1 Mbps. Company has no future plans to improve service.”

Compliance Response - The customer was provisioned to receive Chapter 30-compliant 1.544 Mbps service. Windstream also offered the customer an alternative option through its third-party satellite provider partner if that speed was unsatisfactory to the customer.

This customer now qualifies for 1 Gig service and has a pending request to upgrade its service to 50 Mbps.

2. **BCS Case No.: 3586986**

- Dated January 31, 2018
- St. Mary’s, PA

Customer Complaint – “Customer is disputing did not receive the internet service for 1.5 mb. Customer stated the internet services speed is lower for 1 mb. Customer would like to receive the internet service for 1.5 mb.”

Windstream Response in 2018 – Windstream confirmed the customer was correctly provisioned to 1.544 Mbps service, but Windstream was able to engineer a solution and provide a service upgrade to 4 Mbps service.

BCS Allegation – “Company has the customer provisioned for 1.5 Mbps. Company has no future plans to improve service.”

Compliance Response – The customer was provisioned to receive Chapter 30-compliant 1.544 Mbps service, but Windstream worked to engineer a solution that increased the customer’s speed to 4 Mbps, greater than the minimum requirement. This customer now qualifies to receive up to 10 Mbps.

3. **BCS Case No.: 3600478**

- Dated April 10, 2018
- Dilliner, PA

Customer Complaint – “Customer is disputing her internet speed. Customer states she cannot connect to the internet and when she does it takes forever. Customer states the

internet is very slow - Relief Sought - Customer is disputing poor internet services. Customer feels she is paying an extreme amount for poor services.”

Windstream Response in 2018 – This customer’s service is provided by a copper-fed DSLAM and is provisioned to receive 1.544 Mbps service. The customer experienced additional service delays due to attempts to connect multiple devices (6) at one time to the service.

BCS Allegation – “Grandfathered service at less than 1.54 Mbps. DSLAMs deactivated. Windstream no longer offers internet to new customers in the area”.

Compliance Response –Windstream did not deactivate any DSLAMs; instead, it discontinued broadband speed upgrades on copper-fed DSLAMs with capacity limitations to ensure that current customers were not adversely impaired. The customer was provisioned to receive Chapter 30-compliant 1.544 Mbps service. This customer now qualifies to receive up to 10 Mbps service because of upgrades made to the DSLAM to replace the copper with fiber.

4. **BCS Case No.: 3623778**

- Dated June 13, 2018
- Muncy, PA

Customer Complaint – “Customer has a lifetime plan with Windstream. They are supposed to be getting 1.5mbps, but they are only getting 0.22mbps. Customer would like to have faster service. They were told that they were last on the line, so they could not get faster service...”

Windstream Response in 2018 – This customer’s service was provisioned from a copper-fed DSLAM and the distance between the central office and the customer’s service location was too great to ensure reliable 1.544 Mbps service. Thus, Windstream provided the customer with a monthly bill credit and offered alternative service with its satellite provider partner.

BCS Allegation – “Internet only available at .512 Mbps to service address. DSLAMs deactivated. Windstream no longer offers internet to new customers in area.”

Compliance Response –Windstream did not deactivate any DSLAMs; instead, it discontinued broadband speed upgrades on copper-fed DSLAMs with capacity limitations to ensure that current customers were not adversely impaired. The customer was provisioned to receive Chapter 30-compliant 1.544 Mbps service and was offered alternative service through Windstream’s third-party satellite provider partner. Additionally, Windstream engineered a new solution that has provided the customer with 10 Mbps service as resolution of the Customer’s formal PUC complaint.

5. **BCS Case No.: 3555010**

- Dated August 18, 2018, Windstream records reflect that this complaint was received August 18, 2017.
- Cochran, PA

Customer Complaint – “Customer is disputing that he has consistent phone and internet problems. The landline occasionally goes out, no dial tone and a noisy connection. The internet hardly ever works. Customer has tried doing speed tests through the co website, but it failed. The internet speed is supposed to be 3.0 MBS, but it always under .05.

Customer states this has been a problem for years, but the co does not do anything about it. The lines are still copper wire lines.”

Windstream Response in 2017 – This customer was served by a copper-fed DSLAM and was provisioned to receive 1.544 Mbps service. Due to the capacity issues of the copper-fed DSLAM, Windstream was not able to guarantee the customer faster broadband speeds, the customer was issued credit and Windstream offered service from an alternative service provider.

BCS Allegation – “Customer's speed test records indicate download speeds of .05 Mbps to 1.36 Mbps. Services provided by cooper cabling. Company has no future plans to improve service.”

Compliance Response – The customer was provisioned to receive Chapter 30-compliant 1.544 Mbps service. Windstream also offered the customer an alternative option through its third-party satellite provider partner if that speed was unsatisfactory to the customer. The Customer has not reported repeated broadband related issues and currently qualifies for 3 Mbps service at the Customer’s very large, remote property situated with no other residential properties anywhere near.

6. **BCS Case No.: 3648318**

- Dated August 31, 2018
- Ford City, PA

Customer Complaint – “Customer is being denied broadband service because company is upgrading to fiber optice. He applied for service on 5/18/18 and has not been given an available date. This residence has had broadband service in 2016.”

Windstream Response in 2018 – This service location was served by a copper-fed DSLAM. As mentioned above, Windstream implemented a policy that no new broadband customers would be added to copper-fed DSLAMs unless there was adequate network capacity. Instead any new customers were referred to Windstream’s third-party satellite provider partner.

BCS Allegation – “DSLAMs have been deactivated. Windstream no longer offers internet to new customers in the area.”

Compliance Response –Windstream did not deactivate any DSLAMs; instead, it discontinued new broadband installations to copper-fed DSLAMs with capacity limitations to ensure that current customers were not adversely impaired and instead referred these customers to Windstream’s third-party satellite provider partner. In this case, Windstream did offer the customer an alternative option through that satellite provider. Customer is no longer a Windstream customer, however, as a result of DSLAM upgrades this service location now qualifies for up to 25 Mbps service.

7. **BCS Case No.: 3521321**

- Dated May 2, 2017
- Jamestown, PA

Customer Complaint – “Internet is substandard only works after plugging, and unplugging modem and sometimes that does not work either. I have been in contact with them 3 times in the last month, company tech support states "we need new copper lines" and windstream is refusing to replace. Also phone service is crackling and sounds like you

are in a tunnel. I don't feel like we should be paying for a service that does not work more than 1/2 the time, I have been a customer of windstream for almost 30 years.”

Windstream Response in 2017 – This customer was served by a copper-fed DSLAM and was provisioned to receive 1.544 Mbps service. Due to the capacity issues of the copper-fed DSLAM, Windstream was not able to guarantee the customer faster broadband speeds. Windstream provided the customer a monthly service credit and offered service from an alternative service provider.

BCS Allegation – “Company acknowledged that customer does not receive 1.54 Mbps speed, applies credit of \$20.00 per month for inconvenience.”

Compliance Response – Windstream offered the customer an alternative option through its third-party satellite provider partner. Customer is no longer a Windstream customer.

8. **BCS Case No.: 3545253**

- Dated July 17, 2017
- Shelocta, PA

Customer Complaint – “Ms. is upset about her internet service. She has Windstream service that she pays for but can't get enough kilobytes to use it. She called Windstream to try to have it fixed and they told her that there was nothing they could do and for her to contact her representative. She asked the PUC to ensure she receives at least the regulated speed and reasonable, reliable service.”

Windstream Response in 2017 – The customer's immediate trouble was related to an area wide outage. Once service was restored, Windstream addressed the customer's complaint regarding speed issues. This customer's service was provided by a copper-fed DSLAM and the distance between Windstream's central office and the customer's service location was too great to ensure reliable 1.544 Mbps service. Windstream provided the customer with a monthly bill credit and offered alternative service with its third-party satellite provider partner.

BCS Allegation – “Company has the customer provisioned for 1.5 Mbps. Company has no future plans to improve service.”

Compliance Response – Windstream offered the customer an alternative option through its third-party satellite provider partner. Customer is no longer a Windstream customer, however, as a result of network upgrades this service location now qualifies for up to 4 Mbps.

9. **BCS Case No.: 3614181**

- Dated May 14, 2018
- Holbrook, PA

Customer Complaint – “Had internet service at this location for many, many years. Moved out of the house due to mining activity for about 1 year and disconnected service. Moving back into the house and Windstream tells me that they no longer provide internet at that location. - Relief Sought - The "Kuhn" telcom box is outdated. All surrounding telcom boxes have been updated. "Kuhn" telcom box and associated lines need to be updated.”

Windstream Response in 2018 – The customer's location was served by a copper-fed DSLAM. As mentioned above, Windstream implemented a policy that no new broadband customers would be added to copper-fed DSLAMs unless there was adequate network

capacity. Instead, any new customers were referred to Windstream's third-party satellite provider partner.

BCS Allegation – “DSLAMs have been deactivated. Windstream no longer offers internet to new customers in the area.”

Compliance Response – As described above, Windstream did not deactivate any DSLAMs; instead, it discontinued broadband speed upgrades on copper-fed DSLAMs with limited capacity. Windstream offered the customer an alternative option through its third-party satellite provider partner. Customer is no longer a Windstream customer.

While Windstream sincerely regrets any situation in which a customer is dissatisfied with the services that Windstream provides, as described above, in each of the situations where customers complained, Windstream has either (a) upgraded the area and is offering broadband service well in excess of the Chapter 30 requirements [in one situation up to 1 Gig, as it continuously works to improve the customer experience on its network; (b) engineered a solution to address the specific customer concerns, or – where that has not been possible – (c) made service available to the customer through Windstream's satellite-based partner, as expressly permitted under Section 3014(n). While Windstream obviously cannot guarantee that there will be no customer complaints in the future, in these circumstances Windstream believes that it is presently in full material compliance with its Chapter 30 obligations, and commits to working cooperatively with its customers and with the PUC and its staff to resolve any perceived compliance issues that may arise in the future.

ACTIONS

In addition to appropriately addressing the specific situations noted above, the PUC should be aware that Windstream consistently reviews all customer complaints to understand the root causes of the problems and to look for ways to improve customer experience. As relevant here, Windstream notes the following steps it has taken to address customer (and PUC) concerns regarding Windstream's broadband services:

A. TRAINING

Since 2018, Windstream has implemented additional training and streamlined its processes to better equip its customer service representatives to provide customers with more accurate information regarding Windstream's broadband services. This includes specific and recurring training regarding how to address new customers calling in for service that cannot technically be provisioned using Windstream's own network facilities, such as when a new broadband customer's location would be served by a copper-fed DSLAM or when an existing customer served by such a DSLAM requests faster broadband speeds.

B. ENHANCED HANDLING OF CHAPTER 30-RELATED MATTERS.

For new and existing customers being served by copper-fed DSLAMs, Windstream's customer care team is trained to explain to customers that broadband service is available through its partnership with a third-party satellite provider. If the customer would like to continue by speaking with that third-party satellite provider, the customer care employee

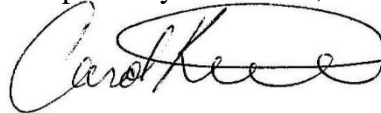
will facilitate a warm transfer directly to that provider. If a solution is not available through the third-party provider, a Windstream-engineered solution is then offered.

C. NETWORK IMPROVEMENTS

Most importantly, Windstream as a whole has made and continues to make significant network improvements in Pennsylvania resulting in faster broadband speeds to more individuals. In addition to state and federal funds, in 2020 Windstream will invest nearly \$31 million of its own capital to complete voice and broadband-related network upgrades in Pennsylvania. These include projects to upgrade the performance of certain DSLAMs by installing fiber and also to shorten loop lengths between the DSLAM and the customer locations, both of which permit customers to receive higher data speeds⁴ Also, Windstream has started to deploy fiber directly to the homes and businesses in its service territories to support 1 Gig speeds, in 2020 alone, Windstream plans to reach approximately 116,000 homes with this deployment. Once completed, approximately 36% of houses in Windstream's ILEC territories will have access to 1 Gig service. As outlined in the Application, Windstream will continue to review and participate in federal- and state-funded broadband programs and to invest its own capital to ensure fast and reliable broadband service is extended to its customers in rural Pennsylvania.

Windstream believes that this letter constitutes full satisfaction of the conditions imposed in the Secretarial Letter, in particular by indicating how Windstream has complied with its Chapter 30 obligations with respect to the specific customers whose complaints were referenced in the letter, and also by indicating broader steps that Windstream has taken, and will continue to take, to ensure that it remains in full compliance with those obligations. In accordance with 52 Pa. Code. § 63.324, with the submission of this filing accepting the conditions and submitting a compliance plan, the Secretarial Letter constitutes approval to consummate the transactions addressed in the Joint Application. Windstream respectfully requests that the PUC expedite its issuance of the certificate of public convenience to provide formal evidence of PUC approval of the Joint Application.

Respectfully Submitted,



Carol Keith
Deputy General Counsel

cc: Bureau of Consumer Services
Law Bureau

⁴ For example, in just one community Windstream upgraded ten DSLAMs at a cost of \$825,000, resulting in increased broadband availability and speeds to 1,300 homes, some of which had never had high speed broadband prior to this upgrade.