



Scott Terry
Sr. Negotiator & Account Manager

Windstream Communications
4001 Rodney Parham Road
Mailstop: 1170 B1F2-12A
Little Rock, AR 72212
t: 501.748.5397
f: 501.748.6583
scott.a.terry@windstream.com

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December 2, 2015

Ms. Beth Salak
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Amendment to Resale Agreement between Windstream Florida, Inc. f/k/a
Alltel Florida, Inc. and Granite Telecommunications, LLC

Dear Ms. Salak,

Attached is a searchable executed Amendment to the Resale Agreement between Windstream Florida, Inc. f/k/a Alltel Florida, Inc. ("Windstream") and Granite Telecommunications, LLC ("Granite").

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.

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

Please acknowledge receipt and filing of the above by emailing me per the email address listed above.

Thank you for your assistance in this matter.

Sincerely,

/s/ Scott Terry

Scott Terry

Attachment

AMENDMENT NO. 1

to the

INTERCONNECTION AGREEMENT

between

**WINDSTREAM FLORIDA, INC. f/k/a Alltel Florida, Inc.
and**

GRANITE TELECOMMUNICATIONS, LLC

This Amendment No. 1 ("Amendment") is made this 1st day of December, 2015 ("Amendment Effective Date"), by and between Windstream Florida, Inc. ("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 Florida.

WITNESSETH:

WHEREAS, Granite and Windstream are Parties to an Resale Agreement executed as of November 14, 2005 and entered into pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (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. **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

If to Windstream:

Windstream
Attn: Staff Manager – Interconnection Services
4001 Rodney Parham Road
Mailstop: 1170 B1F2-12A
Little Rock, Arkansas 72212

Copy to:

Windstream
Attn: Legal Department
4001 Rodney Parham Road
Mailstop: 1170 B1F3-53A
Little Rock, Arkansas 72212

3. Section 10.7 of the General Terms and Conditions is deleted and replaced in its entirety with the following:

10.7 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section shall be made in writing and sent postage prepaid by registered mail return receipt requested. All notices shall 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

If to Windstream:

Director State and Local Taxes
4001 Rodney Parham Road
Mailstop: 1170 B1F1-67
Little Rock, Arkansas 72212

Copy to:

Windstream
Attn: Legal Department
4001 Rodney Parham Road
Mailstop: 1170 B1F3-53A
Little Rock, Arkansas 72212

4. Section 1.30 of Attachment 2: Resale is deleted and replaced in its entirety with the following:

1.30 The rates applicable to Granite for purchase of services from Windstream for resale shall be the retail rate for the telecommunications services as provided in the applicable Local Exchange Tariff less a ten percent (10.00%) discount.

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 Florida, Inc.

**Granite Telecommunications, LLC
("Granite")**

By: /s/ S. Lynn Hughes

By: /s/ Rand Currier

Printed: S. Lynn Hughes

Printed: Rand Currier

Title: Director – Carrier Interconnect

Title: COO

Date: 11-30-15

Date: 11/19/15