

BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIO

**In the Matter of the Complaint of
OHIOTELNET.COM, INC.**

Complainant,

V.

Case No. 09-515-TP-CSS

Windstream Communications, Inc., et al.

Respondents.

APPLICATION FOR REHEARING

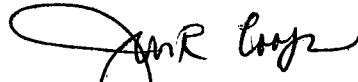
Now comes Complainant, OHIOTELNET.COM, INC., and hereby requests a rehearing in the above matter pursuant to Section 4901-1-35 of the Ohio Administrative Code and Section 4903.10 of the Ohio Revised Code with respect to the entry of the Public Utilities Commission of Ohio ("Commission") dated January 27, 2010 on the following grounds:

- 1) The entry is unreasonable or unlawful in that it fails to specify the type of service Respondents are permitted to terminate in the event Complainant fails to remit the ordered escrow amount of \$64,641.29 when, based on evidence submitted to the Commission, Respondent provides Complainant with three (3) distinct means of service;
- 2) The entry is unreasonable or unlawful in that it permits Respondents to terminate all services when, based on evidence submitted to the Commission, Complainant and Respondents are only in dispute with regard to the billing for Resale Services and the billing for Facilities-based Collocation and Digital Subscriber Line Services are not in dispute and are paid current.

The reasons for this application are set forth in the attached memorandum in support.

In addition, Complainant respectfully requests a special order of the Commission staying the enforcement of the Commission's entry dated January 27, 2010 or, in the alternative, postponing enforcement for a period of ninety (90) days pending the outcome of the rehearing.

Respectfully submitted,



James R. Cooper (0023161)
MORROW, GORDON & BYRD, Ltd.
33 West Main Street
P.O. Box 4190
Newark, Ohio 43058-4190
Phone: (740) 345-9611
Fax: (740) 349-9816
Attorney for Complainant

MEMORANDUM

On January 27, 2010, the Commission ordered that Respondent maintain service to OHIOTELNET for the duration of the proceedings upon the condition that OHIOTELNET pay into an interest bearing escrow account the sum of \$64,641.29 within 15 days of the entry. The order further stated "if OHIOTELNET fails to remit the sum of \$64,641.29...[Respondents] may initiate applicable notice and disconnection procedures."¹

However, this order fails to specify which service Respondents may terminate. Complainant and Respondents currently contract for three (3) distinct means of service: Resale, Facilities-based Collocation, and Digital Subscriber Line. Respondents provide Resale and Facilities-based Collocation services under the Interconnection Agreement and Digital Subscriber Line services under a separate agreement.² With regard to the Interconnection Agreement, Complainant only has a dispute with Respondents' billing for Resale services under the Interconnection Agreement.³ Therefore, it is unreasonable to permit Respondents to terminate all services provided to Complainant when only Resale service under the Interconnection Agreement is in dispute.

¹ The Public Utilities Commission of Ohio Entry dated January 27, 2010, p.3 (emphasis added) attached hereto as Exhibit A.

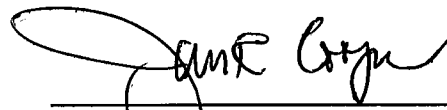
² See Interconnection Agreement and Digital Subscriber Line Agreement, filed previously in this matter and Affidavit of Thomas W. Cotton attached hereto as Exhibit B.

³ Cotton Affidavit, ¶7.

Respondents bill Complainant for each distinct means of service individually under separate account numbers.⁴ Complainant began resale in June of 2002.⁵ Complainant only disputes a portion of the Resale billing from May of 2004 to the present. The Facilities-based Collocation service and Digital Subscriber Line service billings are paid current.⁶

In addition, the Interconnection Agreement addresses disconnection of Resale and Facilities-based Collocation services separately.⁷ Complainant submits that Respondents should only be permitted to terminate the service in dispute (i.e. Resale) in the event Complainant does not deposit the disputed amount in escrow. It is unreasonable for the Commission to permit Respondents to terminate all services when only the billing for Resale service is in dispute.

THEREFORE, Complainant respectfully requests a rehearing by the Commission based on the above grounds and a special order of the Commission staying the enforcement of the Commission's entry dated January 27, 2010 or, in the alternative, postponing enforcement for a period of ninety (90) days pending the outcome of the rehearing.



James R. Cooper (0023161)
MORROW, GORDON & BYRD, Ltd.
33 West Main Street
P.O. Box 4190
Newark, Ohio 43058-4190
Phone: (740) 345-9611
Fax: (740) 349-9816
Attorney for Complainant

⁴ Cotton Affidavit, ¶¶4-5.

⁵ Cotton Affidavit, ¶6.

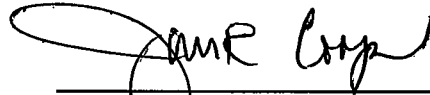
⁶ See Windstream billing statements for account numbers 158SPOON OON (Facilities-based Collocation) and 441-158-1001 (Digital Subscriber Line) attached hereto as Exhibit C and Cotton Affidavit, ¶7.

⁷ Interconnection Agreement Attachment 2: Resale, Section 5.0 and Attachment 7: Physical Collocation, Section 3.0 attached hereto as Exhibit D.

CERTIFICATE OF SERVICE

A copy of the foregoing was served on William A. Adams, BAILEY CAVALIERI LLC, 10 West Broad Street, Suite 2100, Columbus, Ohio 43215-3422, Attorney for Respondents Windstream Communications, and Windstream Ohio, Inc., by electronic mail and by ordinary U.S. Mail, postage prepaid, this 26th day of February, 2010.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "James R. Cooper", written over a horizontal line.

James R. Cooper (0023161)
Attorney for Complainant

BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Complaint of
OHIOTELNET.COM, INC.,

Complainant,

v.

Windstream Ohio, Inc.,

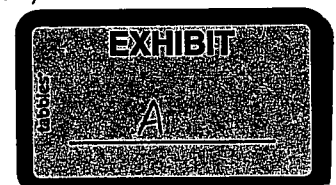
Respondent.

)
)
)
)
) Case No. 09-515-TP-CSS
)
)
)
)

ENTRY

The Commission finds:

- (1) On October 28, 2009, the Commission issued an entry on rehearing in which it held in abeyance an order requiring OHIOTELNET.COM, Inc. (OHIOTELNET) to pay by November 18, 2009, the sum of \$70,666.84 into escrow. The entry noted that OHIOTELNET and Windstream Ohio, Inc. (Windstream) had agreed that between October 19, 2009, and November 18, 2009, they would attempt to resolve the issues relating to the balance owed in their billing dispute.
- (2) By letter dated November 20, 2009, Windstream informed the Commission that the parties had reached an impasse in their negotiations. In its letter, Windstream summarized its calculations of disputed and undisputed amounts. With a write-off of \$6,025.55, Windstream calculated a balance due of \$64,641.29. Noting that OHIOTELNET calculated the outstanding balance to be \$69,873.73, Windstream, nevertheless, agreed to accept the lower figure as the applicable escrow payment.
- (3) On December 4, 2009, OHIOTELNET filed a letter in which it denied that the parties had reached an impasse. In its letter, OHIOTELNET disputes Windstream's account of the facts and figures. For example, OHIOTELNET rejects Windstream's assertion that OHIOTELNET stated that the outstanding balance is \$69,873.73. OHIOTELNET clarifies that \$69,873.73 represents the total disputed amount; the actual amount owed,



according to OHIOTELNET, is lower. Moreover, OHIOTELNET claims that, in compliance with the interconnection agreement, it has paid all undisputed amounts. Noting some success during the 30-day negotiation period, OHIOTELNET states that it is willing to continue working to resolve remaining disputes. OHIOTELNET is confident that the parties can come to a full resolution within 14 days if a Windstream representative were to come to OHIOTELNET's location to go through the accounts. In the interim, OHIOTELNET urges the Commission to hold the escrow payment requirement in abeyance.

- (4) In the entry on rehearing, the Commission stated that "[s]hould discussions between the parties fail to result in resolution of the outstanding dispute, the Commission will consider the appropriate amount to be placed into escrow upon a request in writing by either party" Windstream has stated that it is willing to accept an escrow payment of \$64,641.29, even though OHIOTELNET has calculated an escrow payment of \$69,873.73. OHIOTELNET, on the other hand, has not proposed an escrow amount. Referring to an arrangement between the parties where OHIOTELNET paid \$8,393.14 on an account and \$8,393.14 as a deposit, OHIOTELNET believes that it should be relieved of paying any amount into escrow.

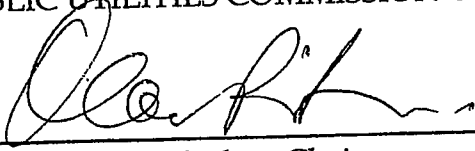
The Commission has already determined that "[a]n escrow arrangement is a reasonable method to balance the interests of both parties." As before, OHIOTELNET has not challenged the reasonableness of an escrow arrangement. Consequently, consistent with Windstream's calculations, OHIOTELNET shall place into escrow the sum of \$64,641.29 in an interest bearing account within 15 days of this entry. Upon placing the sum into escrow, Windstream shall refrain from terminating service to OHIOTELNET while the complaint is pending. If OHIOTELNET does not place the sum of \$64,641.29 in an interest bearing escrow account within 15 days of this entry, Windstream is authorized to proceed with applicable disconnection procedures. OHIOTELNET may resolve any remaining billing disputes through the pending complaint case.

It is, therefore,

ORDERED, That Windstream maintain service to OHIOTELNET for the duration of this proceeding upon the condition that OHIOTELNET pay into an interest bearing escrow account the sum of \$64,641.29 within 15 days of this entry. If OHIOTELNET fails to remit the sum of \$64,641.29 into an interest bearing escrow account within 15 days of this entry, Windstream may initiate applicable notice and disconnection procedures. It is, further,

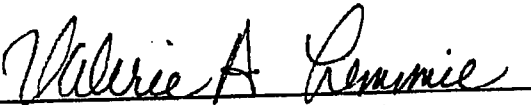
ORDERED, That copies of this entry be served upon the parties, their counsel, and all interested persons of record.

THE PUBLIC UTILITIES COMMISSION OF OHIO

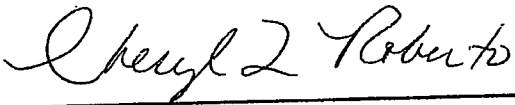


Alan R. Schriber, Chairman

Paul A. Centolella



Valerie A. Lemmie

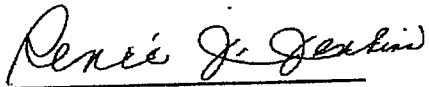

Ronda Hartman Fergus

Cheryl L. Roberto

LDJ/vrm

Entered in the Journal

JAN 27 2010



Renee J. Jenkins
Secretary

BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIO

**In the Matter of the Complaint of
OHIOTELNET.COM, INC.**

Complainant,

V.

Case No. 09-515-TP-CSS

Windstream Communications, Inc., et al.

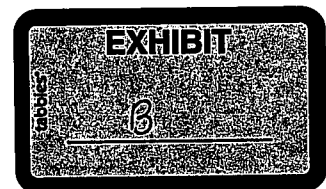
Respondents.

AFFIDAVIT OF THOMAS W. COTTON

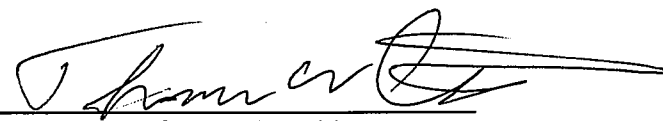
State of Ohio
County of Licking, SS:

The undersigned, being first duly sworn, deposes and says:

1. I am the President of OHIOTELNET.COM, INC., the Complainant in this matter.
2. This affidavit is made on personal knowledge and I am competent to testify to the matters set forth herein.
3. The allegations made in the attached Application for Rehearing are true to the best of my knowledge and belief.
4. Three (3) distinct services are provided under Complainant's Interconnection Agreement with Respondents: Resale, Facilities-based Collocation, and Digital Subscriber Line.
5. Each service provided to Complainant is billed separately with separate account numbers: Resale (441-158-1000), Facilities-based Collocation (158SPOON OON), Digital Subscriber Line (441-158-1001).
6. Complainant began resale in June of 2002 pursuant to the terms of the Interconnection Agreement. Since beginning resale, Respondents have billed Complainant over \$1.5 million dollars with billing disputes on each monthly bill for a total of \$130,042.99 of which only \$56,513.18 have been resolved. Since the time of filing, Complainant has been granted \$26,549.43 in these disputes.
7. There are currently no billing disputes for Facilities-based Collocation and Digital Subscriber Line services. To my knowledge and belief, the amount of \$701.21 for account number 441-158-1001 in Exhibit C to the Application was made and both services are paid current.



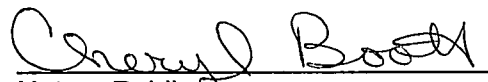
FURTHER AFFIANT SAYETH NAUGHT.


Thomas W. Cotton, President
OHIOTELNET.COM, INC.

Sworn to and subscribed before me this 26th day of February, 2010.



CHERYL BOOTH
Notary Public, State of Ohio
My Commission Expires
8-13-14


Notary Public

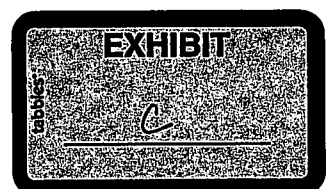
windstream

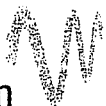
Windstream Communications
4001 Rodney Parham Road
Mailstop 1170B3F03 36B
Little Rock AR 72212-2442



40
OHIO TELNET COM INC
25 WEST MAIN ST
ACCOUNTS PAYABLE
NEWARK
43055

OH





windstream

WINDSTREAM OHIO INC
STATE: OH
158 018 18
ICSC
ACNA

ACCOUNT NO 158SPOON 00N
INVOICE NO 09261-15376
PROCESS DATE SEP 23, 2009
BILL DATE SEP 18, 2009
PAGE 1

OHIO TELNET COM INC
25 WEST MAIN ST
ACCOUNTS PAYABLE
NEWARK
43055

OH

BILLING INQ. CALL CABS

ICO CODE: 0665

AT (800) 351-4241

OR EMAIL US AT: wci.cabs@windstream.com (Billing Inquiry)

FACILITY ACCESS SERVICE

*** BALANCE DUE INFORMATION ***

TOTAL AMOUNT LAST BILL .00

ZERO BALANCE DUE .00

*** DETAIL OF CURRENT CHARGES ***

TOTAL - OHIO

MONTHLY ACCESS CHARGES	- INTERSTATE	.00
FROM SEP 19, 2009	- INTRASTATE	.00
THRU OCT 18, 2009	- LOCAL	.00

TOTAL CURRENT CHARGES .00

TOTAL BALANCE * DUE BY OCT 19 * .00

SEE NEXT PAGE FOR IMPORTANT INFORMATION



WINDSTREAM OHIO INC
STATE: OH
158 018 18
ICSC
ACNA

ACCOUNT NO 158SPOON 00N
INVOICE NO 09261-15376
PROCESS DATE SEP 23, 2009
BILL DATE SEP 18, 2009
PAGE 2

OHIO TELNET COM INC
25 WEST MAIN ST
ACCOUNTS PAYABLE
NEWARK
43055

OH

BILLING INQ. CALL CABS
AT (800) 351-4241
OR EMAIL US AT: wci.cabs@windstream.com (Billing Inquiry)

ICO CODE: 0665

WELCOME

*** BILL MESSAGE ***

PLEASE ENSURE ALL PAYMENTS ARE SENT TO THE
REMITTANCE ADDRESS AS PROVIDED ON THIS INVOICE.
PAYMENTS NOT RECIEVED AT THIS ADDRESS COULD RESULT
IN DELAYED PAYMENTS, APPLICABLE LATE PAYMENT CHARGES
AND MAY IMPACT SERVICE. PLEASE DIRECT ANY QUESTIONS
TO 1-800-351-4241 OR WCI.CABS@WINDSTREAM.COM.
THANK YOU FOR CHOOSING WINDSTREAM, WE APPRECIATE
YOUR BUSINESS.

windstream

ATTN: SUPPORT SERVICES
1720 GALLERIA BLVD
CHARLOTTE, NC 28270
ADDRESS SERVICE REQUESTED

Mail Date:
Billing Number:
Account Number:

Page 1 of 4
SEPTEMBER 14, 2009
441-158-1001
002 416 611 999

*Thank you for selecting
Windstream
as your communications
partner!*



#BWNKCCG
#0024166119991# 000064 01 AV 0.335 0001
OHIOTELNET
% ANNETTE DUBOE
25 W MAIN ST
NEWARK OH 43055-5532

*For local billing inquiries
please call*

1-800-843-9214

NDAY THROUGH FRIDAY 8:00 A.M. TO 6:00 P.M. (EST)
SATURDAY CLOSED

See page 3 for your service providers.

*If you are paying for
multiple Windstream
accounts with one
check, please include
the remittance slip for
each account and note
the account numbers
on the memo line
of your check.
Thank you.*

WINDSTREAM SERVICE AT-A-GLANCE

PREVIOUS BILL	\$	760.29
PAYMENTS/ADJUSTMENTS THRU 09/10	\$	399.83CR
AMOUNT PREVIOUSLY DUE - DUE IMMEDIATELY	\$	360.46
CURRENT CHARGES DUE OCTOBER 05, 2009	\$	340.75
TOTAL AMOUNT DUE	\$	701.21

PAYMENT OPTIONS:

- By Mail: Send check and remittance slip to address listed below.
- By Phone: For automated payments or to speak to a representative, call 1-800-537-7755.
- On-line: Visit www.windstream.com/support.
- In person: Visit the Windstream Communications store nearest you today.
For a list of store locations, visit www.windstream.com/support.



KPPP

GENERAL INFORMATION

Payments that you have made but do not appear on this bill as a credit should be deducted from the "Total Amount Due" before you make the payment. The remittance slip should always accompany your payment. When paying in person, please bring your remittance slip. The "Amount Due" date on this bill refers to the current month's charges and does not extend any previous billing due dates or payment arrangements. An explanation of the various charges, rate schedules, and instructions on how to verify the accuracy of this bill can be obtained at a local Windstream retail location or by calling Windstream Customer Service toll-free at the number on the front page of this bill. All federal, state and local taxes are computed in accordance with the appropriate tax laws.

Billing or service questions or complaints should be referred to Windstream Customer Service. Discrepancies should be reported within 20 days of the date of the bill to allow necessary adjustments to be made before the next bill cycle. If a portion of your bill is incorrect or disputed, that amount only may be deducted from your payment. All other charges must be paid to avoid interruption of your service. Please call Windstream Customer Service toll-free to report the error.

If your amount due is less than \$2.01, you may not receive a billing statement.

A "Late Payment Charge" may apply to each customer bill when the previous month's bill has not been paid in full, leaving an unpaid balance carried forward. The charge is applied to the total amount carried forward and is included in the amount due on the current bill. Service and equipment are billed one month in advance. Windstream will not prorate charges or provide credit for any partial periods if you change, add or terminate your service on a date prior to the last day of your billing cycle. This only applies to Windstream services and may not apply to services provided by other parties. The minimum service period is 30 days. "CR" next to a charge, denotes a credit. If "CR" appears next to the "Total Amount Due", do not pay.

eCheck authorization: 43055 By entering this 5-digit code when paying by phone, I hereby authorize Windstream and the financial institution designated by me to charge the account I have specified for payment of my Windstream services. I understand that a fee will be charged to my Windstream account for each request returned unpaid. If two requests are returned unpaid, I will be excluded from this option. In addition, I understand that Windstream and the financial institution reserve the right to terminate this payment option. This authorization can be revoked by notifying Windstream at the customer service number listed on my bill prior to 4:00 P.M. CST on my specified payment date.

EXPLANATION OF CALL CODES

Long Distance Class of Call

P = Person to Person

S = Station to Station

Long Distance Rate Periods

D = Day

E = Evening

N = Night

DM = Day Multirate

EM = Evening Multirate

NM = Night Multirate

IC = International Call Rate Period

TAXES, SURCHARGES AND FEES

9-1-1 Service: This fee recovers Windstream's costs associated with construction, maintenance and upgrades of 911 services and related facilities. This fee also recovers the costs of local government providing 911 services in states that have enacted a 911 surcharge, in which case the amount of the fee is set in accordance with state law.

Access Charge per FCC Order/CLEC Network Access: This charge, also known as the Federal Subscriber Line Charge (SLC), is an FCC regulated fee that enables local telephone companies to recover a portion of the costs of connecting customers' homes or businesses to the telephone network, so those customers may receive and/or initiate interstate calls.

Federal Tax: A federal excise tax paid to the Federal Government, which is applied to all wireline customers.

State Tax: A state tax levied on all wireline customers. The tax usually applies only to local monthly service charges and usually takes the form of a sales tax. The application of this tax may vary by state.

County Tax: A county tax levied on all wireline customers. The tax usually applies only to local monthly service charges and usually takes the form of a sales tax. The application of this tax may vary by county.

City Tax: A city tax levied on all wireline customers. The tax usually applies only to local monthly service charges and can be a sales tax, a franchise fee tax, or both. The application of this tax may vary by city.

Intrastate Toll Tax / Equalization Surcharge: A usage-based tax levied by some individual states on long distance calls made in the state.

Gross Receipts Tax/Surcharge: This charge recovers for a tax that is imposed either on Windstream or on customers directly by various states for the provision of communications services. In the case of gross receipts surcharges, they are not government mandated charges.

Federal USF Fee: The Federal Universal Service Fund (USF) was established by the FCC to ensure that telecommunications services are affordable for customers with low incomes and customers living in rural areas where the cost of providing service is high. The fund also provides discounted telecommunication services to schools, libraries and rural healthcare providers. Through this fee, Windstream recovers the cost of its mandated contribution to the FUSF as permitted by the FCC.

State USF Fee: Some states have implemented a State Universal Service Fund (SUSF) similar to the federal USF. In those states, telecommunications companies must contribute a percentage of billed revenue to the SUSF. The states, in turn, allow telecommunications companies to recover their mandatory contribution to SUSF from their customers.

Relay Service Surcharge: The Americans with Disabilities Act requires all companies offering voice service to provide access to a Telecommunications Relay Service (TRS) and to contribute to a shared fund to support this service. This service enables an individual who is hearing or speech impaired to communicate with others through access to a Teletypewriter (TTY) and/or Telecommunications Device for the Deaf (TDD).

Local Number Portability (LNP) Fee: LNP allows customers to keep their current local telephone number when changing telephone service providers. The FCC has determined that the local telephone company may recover certain costs for providing LNP.

Interstate Service Fee: The Interstate Service Fee helps recover costs associated with providing interstate long distance including, for example, interstate and international connection charges. This fee is not a tax or charge required by the government.

Deregulated Administration Fee: The Deregulated Administration Fee recovers costs associated with the administration of providing many products and services, such as maintenance and entertainment offerings. This fee is not a tax or charge required by the government.

Keep

Keep this portion for your records

Mail Date: SEPTEMBER 14, 2009
 Billing Number: 441-158-1001
 Account Number: 002 416 611 999

SERVICE PROVIDER(S)

Your Local carrier is*:

Windstream 1-800-843-9214

If you have multiple telephone numbers, further information concerning long distance carrier assignments for those additional lines are on record with your local business office.

SUMMARY OF PAYMENTS AND ADJUSTMENTS

PAYMENTS	399.83 CR
TOTAL PAYMENTS AND ADJUSTMENTS	399.83 CR

SUMMARY OF CURRENT CHARGES BY SERVICE PROVIDER

WINDSTREAM	340.75
CURRENT CHARGES DL-E 10/05/09	340.75

REGULATORY PRESENTATION OF CURRENT CHARGES

The following summary presents your current charges by service type as defined by your state regulatory agency. Totals for each service type include applicable surcharges, fees and taxes.

BASIC LOCAL SERVICE	10.00
HIGH-SPEED INTERNET	328.91
NON-BASIC SERVICE	1.84
TOTAL	340.75

Non-payment of the TOTAL for BASIC charges shown above could result in disconnection of those services and may be subject to collection actions.

Nonpayment of all other charges for services listed above may result in the disconnection of these services and may be subject to collection actions, but will not result in the disconnection of basic local service.

WINDSTREAM DETAIL OF CURRENT CHARGES

Service from 09/10/09 to 10/09/09
 Toll charge inquiries call 1-800-843-9214

SERVICES

2	ELCS RECUR ASOC(INTERNAL)	.00
11	MELCS RECUR ASOC-BUS(INTERNAL)	.00
5	MELCS RECUR ASOC-RES(INTERNAL)	.00
5	ADSL END USSER LINK	154.60
5	ADSL END USSER LINK	154.60
1	DSL LOOP ONLY	19.71
	TOTAL SERVICES	328.91
	SURCHARGES AND OTHER FEES	
	LATE PAYMENT CHARGE	10.00
	DEREGULATED ADMINISTRATION FEE	1.84
	TOTAL SURCHARGES AND OTHER FEES	11.84
	TOTAL WINDSTREAM CHARGES	340.75

CUSTOMER REQUESTED ITEMIZED DETAIL OF SERVICES

Taxes and prorated monthly charges are not included.

Quantity	Service Description	Monthly Charges
740-344-1317		
1	ADSL END USSER LINK	30.92
1	MELCS RECUR ASOC-BUS(INTERNAL)	.00
	Total for 740-344-1317	30.92
740-344-3110		
1	ADSL END USSER LINK	30.92
1	MELCS RECUR ASOC-BUS(INTERNAL)	.00

CUSTOMER REQUESTED ITEMIZED DETAIL OF SERVICES

	Total for 740-344-3110	30.92
740-344-6338		
1	DSL LOOP ONLY	19.71
1	MELCS RECUR ASOC-RES(INTERNAL)	.00
	Total for 740-344-6338	19.71
740-344-8047		
1	ADSL END USSER LINK	30.92
1	MELCS RECUR ASOC-BUS(INTERNAL)	.00
	Total for 740-344-8047	30.92
740-344-9221		
1	ADSL END USSER LINK	30.92
1	MELCS RECUR ASOC-RES(INTERNAL)	.00
	Total for 740-344-9221	30.92
740-344-9526		
1	ADSL END USSER LINK	30.92
1	MELCS RECUR ASOC-RES(INTERNAL)	.00
	Total for 740-344-9526	30.92
740-345-1062		
1	MELCS RECUR ASOC-BUS(INTERNAL)	.00
	Total for 740-345-1062	.00
740-345-4206		
1	MELCS RECUR ASOC-BUS(INTERNAL)	.00
	Total for 740-345-4206	.00
740-345-6089		
1	MELCS RECUR ASOC-BUS(INTERNAL)	.00
	Total for 740-345-6089	.00
740-345-6769		
1	ADSL END USSER LINK	30.92
1	MELCS RECUR ASOC-BUS(INTERNAL)	.00
	Total for 740-345-6769	30.92
740-348-0668		
1	ADSL END USSER LINK	30.92
1	MELCS RECUR ASOC-BUS(INTERNAL)	.00
	Total for 740-348-0668	30.92
740-364-1309		
1	MELCS RECUR ASOC-BUS(INTERNAL)	.00
	Total for 740-364-1309	.00
740-364-9296		
1	MELCS RECUR ASOC-BUS(INTERNAL)	.00
	Total for 740-364-9296	.00
740-366-3602		
1	MELCS RECUR ASOC-BUS(INTERNAL)	.00
	Total for 740-366-3602	.00
740-522-5831		
1	ADSL END USSER LINK	30.92
1	MELCS RECUR ASOC-RES(INTERNAL)	.00
	Total for 740-522-5831	30.92
740-522-8936		
1	ADSL END USSER LINK	30.92
1	MELCS RECUR ASOC-RES(INTERNAL)	.00
	Total for 740-522-8936	30.92
740-745-5679		
1	ELCS RECUR ASOC(INTERNAL)	.00
	Total for 740-745-5679	.00
740-763-3366		
1	ADSL END USSER LINK	30.92
1	ELCS RECUR ASOC(INTERNAL)	.00
	Total for 740-763-3366	30.92

WINDSTREAM CUSTOMER MESSAGE

Important Information for Customers Paying by Check
 Windstream may convert your payments by check to an electronic Automated Clearinghouse (ACH) debit transaction. The debit transaction will appear on your bank statement, although your check will not be presented to your financial institution or returned to you. This ACH debit transaction will not enroll you in any Windstream automatic debit process and will only occur each time a check is received. Any resubmissions due to insufficient funds may also occur electronically. Please be aware that all checking transactions will remain secure, and

Mail Date:
Billing Number:
Account Number:

WINDSTREAM CUSTOMER MESSAGE

payment by check constitutes acceptance of these terms.
We value your business and appreciate you selecting Windstream as your telecommunications provider.

To help us serve you faster, please bring your entire billing statement with you when paying in person at one of our payment center locations.

A Late Payment Charge of \$10.00, or 1.5%, whichever is greater, will apply to any unpaid balance of \$10.00 or more after the due date on the bill.

If your complaint is not resolved after you have called Windstream, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.puco.ohio.gov.

Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.pickocc.org.

Interconnection Agreement

Between

ALLTEL Ohio, Inc.

&

OHIOTELNET.COM, INC.

OHIOTELNET.COM, INC.
03/28/01

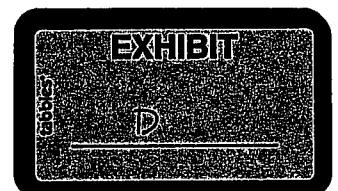


Table of Contents

Interconnection Agreement

Between

ALLTEL Ohio, Inc.

&

OHIOTELNET.COM, INC.

GENERAL TERMS AND CONDITIONS

1. Introduction	1
2. Effective Date	1
3. Intervening Law	1
4. Term of Agreement	2
5. Assignment	3
6. Confidentiality and Proprietary Information	3
7. Liability and Indemnification	4
8. Payment of Rates and Charges	6
9. Dispute Resolution	7
10. Reserved for Future Use	9
11. Notices	9
12. Taxes	9
13. Force Majeure	11
14. Publicity	12
15. Network Maintenance and Management	12
16. Law Enforcement and Civil Process	12
17. Changes in Subscriber Carrier Selection	13
18. Amendments or Waivers	14
19. Authority	14
20. Binding Effect	14
21. Consent	14
22. Expenses	14
23. Headings	14
24. Relationship of Parties	15
25. Conflict of Interest	15
26. Multiple Counterparts	15
27. Third Party Beneficiaries	15
28. Regulatory Approval	15
29. Trademarks and Trade Names	15
30. Regulatory Authority	15
31. Year 2000 Compliance	16
32. Verification Reviews	16
33. Complete Terms	17
34. Cooperation on Preventing End User Fraud	17
35. Notice of Network Changes	17
36. Most Favored Nation	18
37. Responsibility of Each Party	18
38. Reserved for Future Use	18
39. Governmental Compliance	18

40. Responsibility for Environmental Contamination	18
41. Subcontracting.....	19
42. Referenced Documents.....	19
43. Severability.....	19
44. Survival of Obligations.....	19
45. Governing Law.....	20
46. Other Obligations of OHIOTELNET	20
47. Customer Inquiries	20
48. Disclaimer of Warranties.....	20
49. Reserved for Future Use.....	20
50. Reserved for Future Use.....	20
51. Reserved for Future Use.....	20
52. Reserved for Future Use.....	20
53. Reserved for Future Use.....	20
54. Definitions and Acronyms.....	20
55. Reserved for Future Use.....	21
56. Reserved for Future Use.....	21
57. Reserved for Future Use.....	21
58. Certification Requirements.....	21
59. Other Requirements and Attachments	21

ATTACHMENTS

Attachment 1:	Implementation Plan
Attachment 2:	Resale
Attachment 3:	Reserved For Future Use
Attachment 4:	Network Interconnection Architecture
Attachment 5:	Reserved For Future Use
Attachment 6:	Unbundled Network Elements (UNEs)
Attachment 7:	Physical Collocation
Attachment 8:	Virtual Collocation
Attachment 9:	Directories
Attachment 10:	Reserved For Future Use
Attachment 11:	Reserved For Future Use
Attachment 12:	Compensation
Attachment 13:	Numbering
Attachment 14:	Number Portability
Attachment 15:	Reserved For Future Use
Attachment 16:	Reserved For Future Use
Attachment 17:	Reserved For Future Use
Attachment 18:	Performance Measures
Attachment 19:	Bona Fide Request (BFR) Process
Attachment 20:	Definitions
Attachment 21:	Acronyms

branded "no access" card requesting the customer to call "their local service provider" for rescheduling of repair.

- 4.15 ALLTEL reserves the right, but is not required, to contact OHIOTELNET's customers for any lawful purpose.
- 4.16 ALLTEL will perform testing (including trouble shooting to isolate any problems) of Resale Services purchased by OHIOTELNET in order to identify any new circuit failure performance problems.

5.0 Discontinuance of Service

5.1 End User Disconnect Procedures

- 5.1.1 At the request of OHIOTELNET, ALLTEL will disconnect a OHIOTELNET end user customer.
- 5.1.2 All requests by OHIOTELNET for denial or disconnection of an end user for nonpayment must be provided to ALLTEL in writing in the manner and format prescribed by ALLTEL.
- 5.1.3 OHIOTELNET will be solely responsible for notifying the end user of the proposed disconnection of service.
- 5.1.4 Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of OHIOTELNET.
- 5.1.5 ALLTEL will continue to process calls made to ALLTEL for annoyance calls and will advise OHIOTELNET when it is determined that annoyance calls are originated from one of their end user's locations. ALLTEL shall be indemnified, defended and held harmless by OHIOTELNET against any claim, loss or damage arising from providing this information to OHIOTELNET. It is the responsibility of OHIOTELNET to take the corrective action necessary with its customers who make annoying calls. Failure to do so will result in ALLTEL's disconnecting the end user's service.

5.2 OHIOTELNET Disconnect Procedures

- 5.2.1 ALLTEL reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of facilities or service, abuse of facilities, or any other violation or noncompliance by OHIOTELNET of the rules and regulations of the ALLTEL Local Exchange Tariff.
- 5.2.2 Disputes hereunder shall be resolved in accordance with the procedures identified in the General Terms and Conditions, §9.0 Dispute Resolution. Failure of OHIOTELNET to pay charges owed to ALLTEL shall be grounds for termination under this Agreement.
- 5.2.3 If payment is not received twenty (20) days from the next bill date (i.e. same date in the following month as the bill date), ALLTEL may provide written notice to OHIOTELNET, that additional applications for service will be refused, and that any pending orders for service will not be completed if payment is not received by the fifteenth (15th) day following the date of the notice. If ALLTEL does not refuse additional applications for service on the date specified in the notice, and OHIOTELNET's noncompliance continues, nothing contained herein shall preclude ALLTEL's right to refuse additional applications for service without further notice.

- 5.2.4 If payment is not received, and arrangements are not made by the bill date in the second consecutive month, OHIOTELNET's account shall be considered in default, and will be subject to denial or disconnection, or both.
- 5.2.5 If OHIOTELNET fails to comply with the provisions of this Agreement, including any payments to be made by the dates and times herein specified, ALLTEL may, on thirty (30) days written notice to OHIOTELNET's designated representative discontinue the provision of existing services to OHIOTELNET at any time thereafter. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due. If ALLTEL does not discontinue the provision of the services involved on the date specified in the thirty (30) days notice, and OHIOTELNET's noncompliance continues, nothing contained herein shall preclude ALLTEL's right to discontinue the provisions of the services to OHIOTELNET without further notice.
- 5.2.6 If payment is not received or arrangements, acceptable to ALLTEL, made for payment by the date given in the written notification, ALLTEL shall have the right to disconnect OHIOTELNET. ALLTEL reserves the right to advise OHIOTELNET's end users of OHIOTELNET's default after the date given in the notification for disconnection.
- 5.2.7 After disconnect procedures have begun, ALLTEL shall not accept service orders from OHIOTELNET until all unpaid charges are paid in full in immediately available funds. ALLTEL shall have the right to require a deposit equal to two month's charges (based on the highest previous month of service from ALLTEL) prior to resuming service to OHIOTELNET after disconnect for nonpayment has occurred.

6.0 Billing and Payments

- 6.1 Pursuant to this Agreement, ALLTEL shall bill OHIOTELNET those charges which OHIOTELNET incurs as a result of OHIOTELNET purchasing Resale Services from ALLTEL.
- 6.2 ALLTEL shall provide OHIOTELNET a monthly bill including all charges incurred by and credits and/or adjustments due to OHIOTELNET for the Resale Services ordered, established, utilized, discontinued or performed pursuant to this Agreement. Each bill provided by ALLTEL to OHIOTELNET will include:
 - 6.2.1 all non-usage sensitive charges incurred for the period beginning with the day after the current bill date and extending to, and including, the next bill date;
 - 6.2.2 any known unbilled non-usage sensitive charges for prior periods;
 - 6.2.3 unbilled usage sensitive charges for the period beginning with the last bill date and extending up to, but not including, the current bill date; and
 - 6.2.4 any known unbilled usage sensitive charges for prior periods. ALLTEL will also bill all charges, including but not limited to 911 and E911 charges, telecommunications relay charges, and franchise fees, to OHIOTELNET.
- 6.3 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due ALLTEL from the Interexchange Carrier.
- 6.4 All end user common line (EUCL) charges, subscriber line charges (SLC), or other similar charges will continue to apply for each local exchange line resold under this Agreement. All applicable

2.4 Quote Acceptance

Within thirty (30) business days of the receipt by OHIO TELNET of the ALLTEL quotation, OHIO TELNET will accept or reject the ALLTEL proposed quotation. Acceptance shall require payment to ALLTEL of fifty percent (50%) of the non-recurring charges provided on the quotation.

2.5 Completion of Cage Construction

Within seventy (70) business days of the acceptance of the quotation by OHIO TELNET, the construction of the necessary cage enclosure, including the applicable extension of any adjunct services such as power and environmental conditioning shall be completed. At this time, the leased floor space will be available to OHIO TELNET for installation of its collocated equipment.

2.6 Delays in ALLTEL's receipt of equipment or material required for physical collocation that are beyond ALLTEL's control shall not leave ALLTEL liable for any claims of delay by OHIO TELNET.

2.7 ALLTEL shall notify OHIO TELNET that the Collocation Space is ready for occupancy. OHIO TELNET's operational telecommunications equipment must be placed and connected with ALLTEL's network within one hundred eighty (180) business days of such notice. If OHIO TELNET fails to place operational telecommunications equipment in the Collocation Space within one hundred eighty (180) business days and such failure continues for a period of twenty (20) business days after receipt of written notice from ALLTEL, then and in that event OHIO TELNET's right to occupy the Collocation Space terminates and ALLTEL shall have no further obligations to OHIO TELNET with respect to said Collocation Space. Termination of OHIO TELNET's rights to the Collocation Space pursuant to this Section shall not operate to release OHIO TELNET from its obligations to reimburse ALLTEL for all cost reasonably incurred by ALLTEL in preparing the Collocation Space, but rather such obligation shall survive this Attachment. For purposes of this paragraph, OHIO TELNET's telecommunications equipment will be deemed operational when cross-connected to ALLTEL's network for the purpose of service provision.

3.0 Termination of Collocation Arrangement

3.1 OHIO TELNET may terminate occupancy in the Collocation Space upon thirty (30) days' prior written notice to ALLTEL.

3.2 At the termination of a Collocation Space license by lapse of time or otherwise:

3.2.1 OHIO TELNET shall surrender all keys, access cards and ALLTEL provided photo identification cards to the Collocation Space and the building to ALLTEL, and shall make known to ALLTEL the combination of all combination locks remaining on the Collocation Space.

3.2.2 OHIO TELNET, at its sole expense, shall remove all its equipment from the Collocation Space within thirty (30) days to complete such removal; provide, however that OHIO TELNET shall continue payment of monthly fees to ALLTEL until such date as OHIO TELNET has fully vacated the Collocation Space.

3.2.2.1 If OHIO TELNET fails to vacate the Collocation Space within thirty (30) days from the termination date, ALLTEL reserves the right to remove OHIO TELNET's equipment and other property of OHIO TELNET, with no

liability for damage or injury to OHIOTELNET's property unless caused by the negligence or intentional misconduct of ALLTEL. All expenses shall be borne by OHIOTELNET.

- 3.2.3 OHIOTELNET shall return to ALLTEL the Collocation Space and all equipment and fixtures of ALLTEL in as good a condition and state of repair as when OHIOTELNET originally took possession, normal wear and tear or damage by fire or other casualty excepted. OHIOTELNET shall be responsible to ALLTEL for the cost of any repairs that shall be made necessary by the acts or omissions of OHIOTELNET or of its agents, employees, contractors, or business invitees. ALLTEL reserves the right to oversee OHIOTELNET's withdrawal from the Collocation Space, and OHIOTELNET agrees to comply with all directives of ALLTEL regarding the removal of equipment and restoration of the Collocation Space, including, without limitation, ALLTEL's directive to return the Collocation Space in other than its original condition on the date of occupancy; provided, however, that OHIOTELNET shall not be responsible for putting the Collocation Space in other than its original condition if to do so would put OHIOTELNET to additional expense above and beyond that which would be necessary to return the Collocation Space in its original condition.
- 3.2.4 Prior to any termination or within thirty (30) days thereafter, OHIOTELNET shall promptly remove any installations, additions, hardware, non-trade fixtures and improvements, place in or upon the Collocation Space by OHIOTELNET, failing which ALLTEL may remove the same, and OHIOTELNET shall, upon demand, pay to ALLTEL the cost of such removal and of any necessary restoration of the Collocation Space. No cable shall be removed from inner duct or outside cable duct except as directed by ALLTEL.
- 3.2.5 All fixtures, installations, and personal property belonging to OHIOTELNET not removed from the Collocation Space upon termination of a Collocation Space license and not required by ALLTEL to have been removed as provided in this Attachment, shall be conclusively presumed to have been abandoned by OHIOTELNET and title thereto shall pass to ALLTEL under this Attachment as if by bill of sale.
- 3.2.6 If the Collocation Space is not surrendered at the termination of the Collocation Space license, OHIOTELNET shall indemnify ALLTEL against loss or liability resulting from delay by OHIOTELNET in so surrendering the Collocation Space, including, without limitation, any claims made by any succeeding tenant founded on such delay.
- 3.3 Should OHIOTELNET default in its performance and said default continues for thirty (30) days after receipt of written notice, or if the OHIOTELNET is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, ALLTEL may, immediately or at any time thereafter, without notice or demand, enter and repossess the Collocation Space, expel OHIOTELNET, remove OHIOTELNET property, forcibly if necessary, and thereupon this Attachment shall terminate, without prejudice to any other remedies ALLTEL might have. ALLTEL may also refuse additional applications for service and/or refuse to complete any pending orders for additional space or service by OHIOTELNET at any time thereafter.

4.0 Collocation Space

- 4.1 If ALLTEL determines it necessary for OHIOTELNET's Collocation Space to be moved within the building in which the Collocation Space is located ("Building") or to another ALLTEL Wire Center, OHIOTELNET is required to do so. OHIOTELNET shall be responsible for the preparation and all costs associated with the new Collocation Space at the new location, if such relocation arises from circumstances beyond the reasonable control of ALLTEL, including

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

2/26/2010 1:51:37 PM

in

Case No(s). 09-0515-TP-CSS

Summary: Application Complainant OHIOTELNET.COM, INC.'s Application for Rehearing electronically filed by Mr. James R Cooper on behalf of OHIOTELNET.COM, INC.