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March 5, 2010

Via Courier

Ms. Renee Jenkins  
Docketing Division  
Public Utilities Commission of Ohio  
180 East Broad Street, 13<sup>th</sup> Floor  
Columbus, OH 43215-3793

Re: *OHIOTELNET.COM, INC. v. Windstream Ohio, Inc.*  
PUCO Case No. 09-515-TP-CSS

Dear Ms. Jenkins:

Enclosed for filing in the above-captioned matter are the original and ten (10) copies of *Windstream Ohio, Inc.'s Memorandum Contra Complainant's Application for Rehearing*. Please time-stamp the additional two (2) copies of the *Memorandum Contra* and return them with our courier.

Thank you for your assistance.

Very truly yours,

BAILEY CAVALIERI LLC

William A. Adams

WAA/jlp  
Enclosure

cc(w/enclosure): James R Cooper, Esq., Attorney for Complainant

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**Respondent.**

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

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allow the termination of the facilities based collocation arrangements or the digital subscriber line agreement.

Terminating the resale services, however, may have an indirect impact on some of Complainant's digital subscriber line customers. The digital subscriber line agreement allows Complainant to provide high-speed internet connections over both (1) Windstream lines and (2) Windstream resold lines provided by Complainant. When Windstream terminates Complainant's resold services, there will no longer be a line to support the high-speed connection and it also will terminate. Complainant's customers that have Windstream lines will not be affected.

Consequently, the Entry is not unreasonable or unlawful because Windstream interprets it the same way as Complainant. Moreover, there is absolutely no basis for staying the enforcement of the Commission's Entry for any period of time. That issue has been addressed previously by the Commission and Complainant has failed to post the reasonable escrow payment to prevent termination of resale services.

Respectfully Submitted,



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William A. Adams, Counsel of Record  
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Attorneys for Respondent  
Windstream Ohio, Inc.

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of the foregoing was served upon Ohiotelnets.com, Inc. by regular U.S. Mail, postage prepaid, this 5<sup>th</sup> day of March, 2010, to:

James R. Cooper, Esq.  
MORROW, GORDON & BYRD, Ltd.  
33 West Main Street  
P.O. Box 4190  
Newark, OH 43058-4190  
Attorneys for Ohiotelnets.com, Inc.

A handwritten signature in cursive script, appearing to read "William A. Adams", is written over a horizontal line.

William A. Adams, Counsel of Record