

FILE

**The Public Utilities Commission of Ohio**  
**TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS**  
 (Effective: 01/18/2008)

In the Matter of the Application of Windstream Ohio, Inc.  
 and Windstream Western Reserve, Inc. for approval of an  
Interconnection Agreement

TRF Docket No.

Case No. 08-1312-TP-NAG

NOTE: Unless you have reserved a Case # or are filing a Contract, leave the "Case No" fields BLANK.

Name of Registrant(s) Windstream Ohio, Inc., Windstream Western Reserve, Inc.,  
 DBA(s) of Registrant(s)

Address of Registrant(s) 4001 Rodney Parham Road, Little Rock, AR. 72202Company Web Address www.windstream.comRegulatory Contact Person(s) Kathy HobbsPhone 614-228-9484Fax 614-224-6832Regulatory Contact Person's Email Address Kathy.Hobbs@windstream.comContact Person for Annual Report Kathy HobbsPhone 614-228-9484Address (if different from above) 21 E. State Street, Suite 1900, Columbus, Ohio 43215Consumer Contact Information Margie HubbardPhone 704-814-2023Address (if different from above) 1720 Galleria Blvd., Charlotte, NC 28270Motion for protective order included with filing? ☐ Yes ☒ NoMotion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: Waivers may toll any automatic timeframe.]

**Section I – Pursuant to Chapter 4901:11-6 OAC – Part I – Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below. CMRS providers: Please see the bottom of Section II.**

NOTES: (1) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.

(2) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at [www.puco.ohio.gov](http://www.puco.ohio.gov) under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the Commission.

Carrier Type <input type="checkbox"/> Other (explain below)	<input type="checkbox"/> ILEC	<input type="checkbox"/> CLEC	<input type="checkbox"/> CTS	<input type="checkbox"/>
<b>Tier 1 Regulatory Treatment</b>				
Change Rates within approved Range	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)		
New Service, expanded local calling area, correction of textual error	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)		
Change Terms and Conditions, Introduce non-recurring service charges	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		
Introduce or Increase Late Payment or Returned Check Charge	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		
Business Contract	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)		
Withdrawal	<input type="checkbox"/> ATW 1-6-12(A) (Non-Auto)	<input type="checkbox"/> ATW 1-6-12(A) (Auto 30 days)		
Raise the Ceiling of a Rate	Not Applicable	<input type="checkbox"/> SLF 1-6-04(B) (Auto 30 days)		
<b>Tier 2 Regulatory Treatment</b>				
Residential - Introduce non-recurring service charges	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)		
Residential - Introduce New Tariffed Tier 2 Service(s)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	
Residential - Change Rates, Terms and Conditions, Promotions, or Withdrawal	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	
Residential - Tier 2 Service Contracts	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	
Commercial (Business) Contracts	Not Filed	Not Filed	Not Filed	
Business Services (see "Other" below)	Detariffed	Detariffed	Detariffed	
Residential & Business Toll Services (see "Other" below)	Detariffed	Detariffed	Detariffed	

this is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.  
 Technician TUV Date Processed 12/19/2008

## Section I – Part II – Certificate Status and Procedural

<b>Certificate Status</b>	<b>ILEC</b>	<b>CLEC</b>	<b>CTS</b>	<b>AOS/IOS</b>
Certification (See Supplemental ACE form)		<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)
Add Exchanges to Certificate	<input type="checkbox"/> ATA 1-6-09(C) (Auto 30 days)	<input type="checkbox"/> AAC 1-6-10(F) (0 day Notice)	CLECs must attach a current CLEC Exchange Listing Form	
Abandon all Services - With Customers	<input type="checkbox"/> ABN 1-6-11(A) (Non-Auto)	<input type="checkbox"/> ABN 1-6-11(A) (Auto 90 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Abandon all Services - Without Customers		<input type="checkbox"/> ABN 1-6-11(A) (Auto 30 days)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Change of Official Name (See below)	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Change in Ownership (See below)	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Merger (See below)	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transfer a Certificate (See below)	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transaction for transfer or lease of property, plant or business (See below)	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
<b>Procedural</b>				
Designation of Process Agent(s)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)

## Section II – Carrier to Carrier (Pursuant to 4901:1-7), CMRS and Other

<b>Carrier to Carrier</b>	<b>ILEC</b>	<b>CLEC</b>		
Interconnection agreement, or amendment to an approved agreement	<input checked="" type="checkbox"/> NAG 1-7-07 (Auto 90 day)	<input type="checkbox"/> NAG 1-7-07 (Auto 90 day)		
Request for Arbitration	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)		
Introduce or change c-t-c service tariffs,	<input type="checkbox"/> ATA 1-7-14 (Auto 30 day)	<input type="checkbox"/> ATA 1-7-14 (Auto 30 day)		
Introduce or change access service pursuant to 07-464-TP-COI	<input type="checkbox"/> ATA (Auto 30 day)			
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC 1-7-04 or 1-7-05 (Non-Auto)	<input type="checkbox"/> UNC 1-7-04 or 1-7-05 (Non-Auto)		
Pole attachment changes in terms and conditions and price changes.	<input type="checkbox"/> UNC 1-7-23(B) (Non-Auto)	<input type="checkbox"/> UNC 1-7-05 (Non-Auto)		
<b>CMRS Providers</b> See 4901:1-6-15	<input type="checkbox"/> RCC [Registration & Change in Operations] (0 day)		<input type="checkbox"/> NAG [Interconnection Agreement or Amendment] (Auto 90 days)	
<b>Other*</b> (explain)				

\*NOTE: During the interim period between the effective date of the rules and an Applicant's Detariffing Filing, changes to existing business Tier 2 and all toll services, including the addition of new business Tier 2 and all new toll services, will be processed as 0-day TRF filings, and briefly described in the "Other" section above.

All Section I and II applications that result in a change to one or more tariff pages require, at a minimum, the following exhibits. Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see the 4901:1-6-14 Filing Requirements on the Commission's Web Page for a complete list of exhibits.

Exhibit	Description:
A	The tariff pages subject to the proposed change(s) as they exist before the change(s)
B	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
C	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according to the applicable rule(s).

### Section III. – Attestation

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

#### AFFIDAVIT

##### *Compliance with Commission Rules and Service Standards*

I am an officer/agent of the applicant corporation, Windstream Communications, and am authorized to make this statement on its behalf.  
(Name)

I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date) 12-19-08 at (Location) Little Rock, Arkansas

Add Name

Kathy E. Hobbs

\*(Signature and Title)

Kathy E. Hobbs  
VP - State Govt. Affairs

(Date)

12-19-08

- This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

#### VERIFICATION

I, S. Lynn Hughes

verify that I have utilized the Telecommunications Application Form for Routine Proceedings provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

\*(Signature and Title)

S. Lynn Hughes

Director - Interconnection

(Date) December 18, 2008

.....  
\*Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

**Send your completed Application Form, including all required attachments as well as the required number of copies, to:**

**Public Utilities Commission of Ohio  
Attention: Docketing Division  
180 East Broad Street, Columbus, OH 43215-3793**



Scott Terry  
Staff Manager – Negotiations

Windstream Communications  
4001 Rodney Parham Road  
Mailstop: 1170 B1F2-1212A  
Little Rock, AR 72212  
t: 501.748.5397  
f: 501.748-6583  
scott.a.terry@windstream.com

November 21, 2008

Gegi Leeger  
Director – Regulatory Contracts  
XO Communications  
13865 Sunrise Valley Drive  
Herndon, VA 20171  
703-547-2109  
Gegi.leeger@xo.com

RE: Agreement of adoption of an approved interconnection agreement pursuant to 47 U.S.C. 252(i).

Dear Ms. Leeger,

Windstream Ohio, Inc. and Windstream Western Reserve, Inc. (collectively "Windstream") have received your notice stating that, under Section 252 (i) of the Telecommunications Act of 1996 (the "Act"), XO Communications Services, Inc. ("XO") wishes to adopt the terms of the amended Interconnection Agreement between Windstream Ohio, Inc. f/k/a Alltel Ohio, Inc., Windstream Western Reserve, Inc. f/k/a Western Reserve Telephone Company and Sprint Communications Company, L.P. ("SPRINT") that was approved by the Public Utility Commission of Ohio as an effective Agreement (the "Terms") in the state of Ohio, February 23, 2005 in Case No. 04-1771-TP-NAG. This letter shall confirm that you have a copy of the Terms. Please note the following with respect to your adoption of the Terms.

By your countersignature on this letter, you hereby represent and commit to the following:

1. XO adopts the Terms of the amended SPRINT amended agreement for Interconnection with Windstream and in applying the Terms, agrees that XO shall be substituted in place of SPRINT in the Terms wherever appropriate.
2. XO requests that notices to XO as may be required under the Terms shall be provided as follows:

Legal Notices:

To: Gegi Leeger \_\_\_\_\_

XO TELEPHONE  
11/21/2008

Director – Regulatory Contracts  
XO Communications  
13865 Sunrise Valley Drive  
Herndon, VA 20171

Interconnection Agreement Notices:

To: Gegi Leeger  
Director – Regulatory Contracts  
XO Communications  
13865 Sunrise Valley Drive  
Herndon, VA 20171

Tax Notices:

To: Director – Tax  
XO Communications  
13865 Sunrise Valley Drive  
Herndon, VA 20171

Network Traffic Management Issues:

To: XO – NOC  
1-866-966-8975

3. Windstream requests that notice to Windstream as may be required under the Terms shall be provided as follows:

Legal Notices:

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

Interconnection Agreement Notices:

To: Windstream Communications  
Attn: Staff Manager – Interconnection Services  
4001 Rodney Parham Road  
Mailstop: 1170 B1F2-1212A  
Little Rock, Arkansas 72212

Tax Notices:

To: Windstream Communications  
Attn: Director State and Local Taxes  
4001 Rodney Parham Road  
Mailstop: 1170 B1F3-70A  
Little Rock, AR 72212

Copy to:

Windstream Communications  
Attn: Staff Manager – Interconnection Services  
4001 Rodney Parham Road  
Mailstop: 1170 B1F2-1212A

Network Traffic Management Issues:

To: Windstream - NOC  
p: 330-650-7929

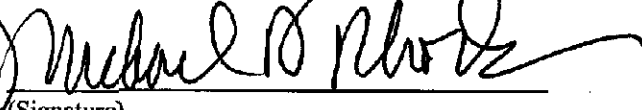
4. XO represents and warrants that it is licensed to provide telecommunications service in Windstream's serving area in the state of Ohio, and that its adoption of the Terms will be applicable to services in Windstream's serving area in the state of Ohio only.
5. XO's adoption of the amended SPRINT Terms shall become effective upon approval of this Agreement by the Public Utility Commission of Ohio and shall terminate simultaneous with the termination of the SPRINT Agreement.
6. As the Terms are being adopted by you pursuant to Section 252(i) of the Act, Windstream does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by the Parties of the Terms does not in any way constitute a waiver by either Party of any position as to the Terms or a portion thereof, nor does it constitute a waiver by Windstream of all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in these Terms as a result of XO's 252(i) election. The Parties disagree as to whether Voice Over Internet Protocol (VoIP) traffic constitutes non-local traffic subject to terminating charges at the appropriate jurisdictional rates, per the appropriate tariff or agreement governing such traffic. By entering into this Agreement, neither party waives its right to advocate its view with respect to this issue. The Parties agree that nothing in this Agreement shall be construed as an admission that VoIP traffic is, or is not, local in nature. The Parties further agree that any payments under the terms of this Agreement shall not be construed as agreement or acquiescence that VoIP traffic constitutes non-local traffic subject to terminating charges at the appropriate jurisdictional rates, per the appropriate tariff or agreement governing such traffic. The Parties agree that until the FCC enters a final, binding, and non-appealable order ("Final Order") determining the appropriate compensation mechanism for VoIP traffic, the Parties shall exchange traffic and compensate each other in accordance with this Section. At such time as the Final Order becomes applicable, the Parties agree to amend this Agreement to conform with the findings of the Final Order. The Parties further agree that the Terms being adopted contain terminated Directory provisions and as such, XO acknowledges it will not utilize this service.
7. XO agrees that XO's adoption of the amended SPRINT Agreement shall supercede and replace in full any and all prior agreements, written, and oral, between XO and Windstream.
8. Windstream reserves the right to request, at its discretion, a security deposit equal to three months estimated billing.
9. Windstream reserves the right to deny XO's adoption and/or application of the Terms, in whole or in part, at any time:
  - (A) when the costs of providing the Terms to XO are greater than the costs of providing it to SPRINT;
  - (B) if the provision of the Terms to XO is not technically feasible; and/or to the extent XO already has an existing Interconnection Agreement (or existing 252(i) adoption) with Windstream and the Terms were approved before the date of approval of the existing Interconnection Agreement (or the effective date of the existing 252(i) adoption);

11. Should XO attempt to apply the Terms in a manner that conflicts with the provisions set forth herein, Windstream reserves its rights to seek appropriate legal and/or equitable relief.
12. The Parties acknowledge that Windstream is entitled to assert that it is a less than 2% carrier (as defined in 47 U.S.C. 153 and as provided by 47 U.S.C. 251(f)). By entering into this Agreement, Windstream is not waiving its right to maintain at any point during the term of this Agreement that it is a less than 2% carrier entitling it to exemption or suspension or modification under 47 U.S.C. 251(f).

Please indicate your agreement to the provisions of this letter by signing this letter on the space provided below and return it to the undersigned.

Sincerely,

Windstream Ohio, Inc.  
Windstream Western Reserve, Inc

  
(Signature)

Michael D. Rhoda  
(Print Name)

SVP - Government Affairs  
(Print Title)

12/02/08  
(Date)

Reviewed and countersigned:

XO Communications Services, Inc.

  
(Signature)

Heather B Gold  
(Print Name)

SVP - External Affairs  
(Print Title)

11/24/08  
(Date)