

NC FILE

09-59-TP-NAG

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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
Amendment to an Interconnection Agreement

TRF Docket No.

Case No. 06 - 0304 -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. 72202

Company Web Address www.windstream.com

Regulatory Contact Person(s) Kathy Hobbs

Phone 614-228-9484

Fax 614-224-6832

Regulatory Contact Person's Email Address Kathy.Hobbs@windstream.com

Contact Person for Annual Report Kathy Hobbs

Phone 614-228-9484

Address (if different from above) 17 S. High St. Suite 750
21 E. State Street, Suite 1900, Columbus, Ohio 43215

Consumer Contact Information Margie Hubbard

Phone 704-814-2023

Address (if different from above) 1720 Galleria Blvd., Charlotte, NC 28270

Motion for protective order included with filing? ☐ Yes ☒ No

Motion 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 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"/> AOS/IOS
Tier 1 Regulatory Treatment				
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)		
Tier 2 Regulatory Treatment				
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	

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 Technician 12609 Date Processed 1/26/09

Section I – Part II – Certificate Status and Procedural

Certificate Status	ILEC	CLEC	CTS	AOS/IOS
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)
Procedural				
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

Carrier to Carrier	ILEC	CLEC		
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)		
CMRS Providers 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)		
Other* (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) at (Location) Little Rock, Arkansas

Add Name

S. Lynn Hughes

*(Signature and Title)

S. Lynn Hughes
Director

(Date) January 22, 2009

- 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) January 22, 2009

*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**

AMENDMENT NO. 1

to the

INTERCONNECTION AGREEMENT

between

WINDSTREAM OHIO, INC. and WINDSTREAM WESTERN RESERVE, INC
(f/k/a Alltel Ohio, Inc. and The Western Reserve Telephone Company)

and

SPRINT SPECTRUM

This Amendment No. 1 ("Amendment") is made this ^{14th} day of January, 2009 ("Amendment Effective Date"), by and between Windstream Ohio, Inc. (f/k/a Alltel Ohio, Inc.) and Windstream Western Reserve, Inc. (f/k/a The Western Reserve Telephone Company), with its principal place of business at 4001 Rodney Parham Rd., Little Rock, Arkansas 72212 and Sprint Spectrum L.P. ("Carrier"), with its principal place of business at 6200 Sprint Parkway, Overland Park, Kansas 66251. Windstream and Carrier may be hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties"). This Amendment covers services in the state of Ohio

WITNESSETH:

WHEREAS, Carrier and Windstream are Parties to an Interconnection Agreement entered into pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, that was approved on October 6, 2005 by the Ohio Public Utilities Commission in Docket No. 06-0304-TP-NAG (the "Agreement"); and

WHEREAS, the Parties, pursuant to Section 252(a) of the Communications Act of 1934, as amended, (the "Act") and Section 22 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. **Amendment to the Agreement**

1.0 All references to Alltel Ohio, Inc. should be amended to Windstream Ohio, Inc.

1.1 All references to The Western Reserve Telephone should be amended to Windstream Western Reserve, Inc.

1.2 **Preamble is amended to replace Windstream office address with the following:**

4001 Rodney Parham Rd., Little Rock, Arkansas 72212

1.3 **Part C – Interconnection and Reciprocal Compensation for Authorized Services Section 2 Exchange of Traffic is amended to include the following provisions:**

2.7 As used in this Section, tandem transit traffic is telephone exchange service traffic that originates on Carrier's network, and is transported through a Windstream tandem to a CLEC, ILEC other than Windstream, Commercial Mobile Radio Service (CMRS) carrier, or other LEC ("a terminating carrier"), that subtends the relevant Windstream tandem to which Carrier delivers such traffic. Neither the originating nor terminating Carrier of

such traffic is a Carrier of Windstream with respect to such traffic. Subtending central offices shall be determined in accordance with and as identified in the Local Exchange Routing Guide (LERG). Switched exchange access service traffic is not tandem transit traffic. Tandem transit traffic service is not available through a Windstream end office.

- 2.8 Windstream shall bill Carrier for Transit Traffic originated by Carrier at the rates set for on Attachment 1.
- 2.9 If Carrier elects to receive call detail records, as further defined in Exhibit 3, Windstream agrees to provide, where available, industry standard Exchange Message Interface (EMI) call detail records associated with Transit Traffic sufficient for billing purposes within forty-five (45) days after such usage occurs. So long as Carrier routes its Transit Traffic destined for Third Party Terminating Carriers in accordance with the LERG and this Agreement, Windstream agrees to deliver Carrier-originated Transit Traffic to the Third Party Terminating Carriers to the extent the Third Party Terminating Carriers are interconnected with Windstream's tandem and Windstream is not prohibited from delivering such traffic to such Third Party Terminating Carriers. So long as Third Party Originating Carriers properly route their Transit Traffic destined for Carrier in accordance with the LERG and in accordance with terms and conditions of an applicable Windstream tariff or a written agreement with Windstream for Transit Traffic Service, Windstream agrees to deliver Transit
- 2.10 Notwithstanding the foregoing, Carrier and any third parties are responsible for negotiating and executing any appropriate contractual arrangements between themselves for the exchange of Transit Traffic through the Windstream network. Windstream will not be liable for any compensation to the Third Party Terminating Carriers for Carrier-originated Transit Traffic. Windstream will not be liable for any compensation to Carrier for Transit Traffic received by Windstream from Third Party Originating Carriers. Amounts that the Carrier bills to Windstream under other agreements shall not include any minutes of use for Transit Traffic.
- 2.11 The existing interconnection facilities between Carrier and Windstream may be utilized by the Parties for the routing of Transit Traffic. If the Carrier cannot determine Windstream originated traffic from Third Party Carriers originating traffic for billing purposes, then Carrier may order and maintain a separate facility for Transit Traffic. Carrier will pay 100% of the facility costs used for the routing of Transit Traffic. Carrier originated traffic terminating to a Windstream retail Carrier may not be routed on the Transit Facility.
- 1.4 Attachment 1 – Price List is amended to add the rate of \$.003 for Transit Traffic
- 1.5 Add enclosed Attachment 3 – Call Detail Records to this Agreement

2. Miscellaneous Provisions

- 2.1 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 2.

- 2.2 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.
- 2.3 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.
- 2.4 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Sections 1 and 2 of this Amendment, and, except to the extent set forth in Sections 1 and 2 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.

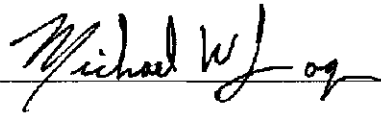
Windstream Ohio, Inc. and

Sprint Spectrum L.P. and affiliates

Windstream Western Reserve, Inc.

(collectively "Carrier")

By: 

By: 

Printed: Michael D. Rhoda

Printed: Michael W. Logan

Title: Senior Vice President – Government
Affairs

Title: Director, Access Strategy

ATTACHMENT 3 – CALL DETAIL RECORD

1. Scope

- 1.1 This Attachment describes the arrangements that will be utilized by Windstream when Carrier requests to receive call detail records from Windstream for billing to the originating Third Party Originating Carrier.

2. Call Detail Records

- 2.1 Windstream will provide Carrier call detail records upon election, as identified below, to receive these records on a once per month transmission from Windstream.

Carrier Requests Windstream to Provide Call Detail Records: _____

Carrier Requests Windstream to Not Provide Call Detail Records: X

- 2.2 When Carrier requests Windstream to provide call detail records for billing to the originating third party, Carrier agrees to pay Windstream a one time charge of \$3,750 for the all system modifications required to provide these records. This one time charge will be billed to Carrier on the initial Transit Traffic service bill. Carrier agrees not to dispute this charge when billed.
- 2.3 When Carrier requests Windstream to provide call detail records, Windstream shall provide industry standard call detail records to Carrier as the terminating carrier for Third Party Originating Transit Traffic that Windstream delivers to Carrier, for billing purposes. Windstream shall not be liable for any compensation to Carrier or any Third Party Originating Carrier Transit Traffic service. Carrier is solely responsible for negotiating and executing any appropriate contractual arrangements with the third party carrier for the exchange of Third Party Originating Carrier Transit Traffic through the Windstream network.
- 2.4 When Carrier requests Windstream to provide call detail records, Windstream will provide these call detail records one time each month for each Windstream operating company to Carrier at no charge. If Carrier requests additional copies of these call detail records, Carrier will pay Windstream \$.0025 per record. This per record charge will be billed to Carrier on the next Transit Traffic service bill.