

FILE

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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.  
for approval of an Interconnection Agreement  
Amended

TRF Docket No.

Case No. 09 - 153 - 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. AND  
DBA(s) of Registrant(s) MCI METRO ACCESS TRANSMISSION SERVICES, LLC

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) 175 High 750  
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.org](http://www.puco.org) under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the office of the Commission.

This is to certify that the images appearing are an accurate and complete reproduction of a case file as submitted and delivered in the regular course of business. Date Processed MAR 02 2009 Technician

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
<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)	PUCD	2009 MAR -2 PM 1:47 RECEIVED-DOCKETING DIV
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 Filled	Not Filled	Not Filled	
Business Services (see "Other" below)	Detariffed	Detariffed	Detariffed	
Residential & Business Toll Services (see "Other" below)	Detariffed	Detariffed	Detariffed	

## 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)
<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

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)		
<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)

February 2, 2009

at (Location)

Little Rock, Arkansas

Add Name

S. Lynn Hughes

\*(Signature and Title)

Director - Interconnection

(Date)

February 2, 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)

Director - Interconnection

(Date) February 2, 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**

**to the**

**INTERCONNECTION AGREEMENTS**

**between**

**MCImetro Access Transmission Services LLC**

**and**

**Windstream Alabama, Inc., Windstream Florida, Inc., Windstream Kentucky East, Inc., Windstream Mississippi, Inc., Windstream Nebraska, Inc., Windstream North Carolina, Inc., Windstream Ohio, Inc., Windstream Pennsylvania, Inc., Windstream South Carolina, Inc. and Windstream Western Reserve, Inc.**

This amendment (the "Amendment") to the Agreements (as defined below) is made as of this 1st day of November, 2008 (the "Amendment Effective Date"), by and among MCImetro Access Transmission Services LLC ("MCIm"), a Delaware limited liability company with its principal place of business at 22001 Loudoun County Parkway, Ashburn, Virginia 20147, and Windstream Alabama, Inc., Windstream Florida, Inc., Windstream Kentucky East, Inc., Windstream Mississippi, Inc., Windstream Nebraska, Inc., Windstream North Carolina, Inc., Windstream Ohio, Inc., Windstream Pennsylvania, Inc., Windstream South Carolina, Inc. and Windstream Western Reserve, Inc. (or the respective successor-in-interest of each of the foregoing, where applicable) ("Windstream"), each with its principal place of business at 4001 Rodney Parham Road, Little Rock, Arkansas, 72212. MCIm and Windstream may be hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties". This Amendment covers services in the states of Alabama, Florida, Kentucky, Mississippi, Nebraska, North Carolina, Ohio, Pennsylvania and South Carolina.

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**WITNESSETH:**

**WHEREAS**, MCIm and Windstream are Parties to interconnection agreements under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") in the states of Alabama, Florida, Kentucky, Mississippi, Nebraska, North Carolina, Ohio, Pennsylvania and South Carolina (the "Agreements"); and

**WHEREAS**, the Parties wish to amend the Agreements to add rates, terms and conditions for the compensation of Local Traffic and ISP-Bound Traffic (each as defined below).

**NOW, THEREFORE**, in consideration of the mutual promises, provisions and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1.0 Amendment to Agreements.** The Agreements are hereby amended to incorporate the terms and conditions set forth in this Amendment, all of which shall apply to and be a part of the Agreements (each hereinafter referred to as an "Amended Agreement").

**1.1** Section 1.1 of Attachment 12 of each Agreement is hereby amended by adding "ISP-Bound Traffic" between "Local Traffic" and "IntraLATA Interexchange Traffic".

**1.2** Attachment 12 of each Agreement is hereby amended by deleting Sections 1.3, 3.1 and 3.2 therein and by amending and restating Section 1.2 therein in its entirety as follows:

**"1.2 Compensation for Local Traffic and ISP-Bound Traffic.**

Notwithstanding anything in this Agreement to the contrary regarding compensation for Local Traffic and ISP-Bound Traffic exchanged under this Agreement :

**1.2.1** Calls originated by MCI's end users and terminated to Windstream's end users (or vice versa) will be classified as "Local Traffic" under this Agreement if: (i) the voice call between the Parties' customers call originates and terminates in the same Exchange; or (ii) the voice call between the Parties customers originates and terminates within different Exchanges that share a common mandatory local calling area, e.g., mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other like types of mandatory expanded local calling scopes as ordered by the Commission or as specified or defined by Windstream's tariffs as approved by the Commission; provided, however, that ISP-Bound Traffic, as defined in Section 1.2.2 below, is not included in the definition of Local Traffic. Each Party will be compensated for the exchange of Local Traffic at the reciprocal compensation rate for the specific operating company as listed on Exhibit A to this Attachment 12.

**1.2.2** "ISP-Bound Traffic" means all dial-up modem traffic originated by an end user of one Party and terminated to an end user of the other Party that is a commercial provider of internet access if: (i) the call originates and terminates from and to, respectively, NPA NXXs assigned to rate centers in the same Exchange; or (ii) originates and terminates from and to, respectively, NPA NXXs

assigned to rate centers within different Exchanges that share a common mandatory local calling area, e.g., mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other like types of mandatory expanded local calling scopes as ordered by the Commission or as specified or defined by Windstream's tariffs as approved by the Commission. Each Party will be compensated for the exchange of ISP-Bound Traffic at the rate of \$0.0009 per minute-of-use.

1.2.3 All combined Local Traffic and ISP-Bound Traffic delivered to one Party by the other Party that does not exceed a 3:1 ratio of terminating to originating minutes of use, on a state-wide basis, shall be presumed to be Local Traffic for purposes of reciprocal compensation hereunder. All combined Local Traffic and ISP-Bound Traffic delivered to a Party that exceeds a 3:1 ratio of terminating to originating traffic minutes of use, on a state-wide basis, shall be presumed to be ISP-Bound Traffic for purposes of reciprocal compensation hereunder.

1.2.4 If any final legislative, regulatory, judicial or other governmental decision, order, determination or action requires Windstream to compensate or bill CMRS providers at the rate for ISP-Bound Traffic specified in Section 1.2.2 above, then, upon the effectiveness of such decision, order, determination or action, compensation due MCI from Windstream for the exchange of both Local Traffic and ISP-Bound Traffic will be at the reciprocal compensation rate for the specific operating company as listed on Exhibit A to this Attachment 12."

1.3 Section 4.1 of the General Terms & Conditions of each Agreement is hereby amended and restated in its entirety as follows: "The parties agree to the provisions of this Agreement for an initial term expiring on December 31, 2009, and thereafter on a month-to-month basis, unless terminated or modified pursuant to the terms of this Agreement." Sections 4.2 and 4.5 of the General Terms & Conditions of each Agreement are hereby amended by deleting the words "two (2) year" therein.

1.4 Attachment 12 of each Agreement is hereby amended by inserting Exhibit A of this Amendment at the end of each such Attachment 12.

1.5 Each Party expressly reserves the right to advocate its respective position before state and/or federal regulatory bodies, whether in complaint dockets, arbitrations under Section 252 of the Act, rulemaking dockets, or in any legal challenges stemming from such proceedings with regard to the treatment of Voice over Internet Protocol (VoIP) traffic for intercarrier compensation purposes.

## **2.0 Miscellaneous Provisions.**

2.1 Conflict between this Amendment and the Agreements. This Amendment shall be deemed to revise the terms and conditions of each of the Agreements to the extent necessary to give effect to the terms and conditions of this Amendment and shall be read in conjunction with the existing terms and conditions of the Agreements. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreements, this Amendment shall govern, *provided*, however, that the fact that a term or condition appears in this Amendment but not in the Agreements, or in the Agreements but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict.

2.2 Counterparts. This Amendment may be executed in one or more counterparts, including via facsimile, 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 condition of this Amendment.

2.4 Scope of Amendment. This Amendment shall amend, modify and revise the Agreements only to the extent set forth expressly in this Amendment, and, except to the extent set forth in this Amendment, the terms and conditions of the Agreements shall remain in full force and effect after the Amendment Effective Date.

2.5 Amendment Term. This Amendment shall become effective as of the Amendment Effective Date and shall remain in effect for the term of each of the Agreements, as amended hereby, unless otherwise agreed in writing by the Parties.

2.6 Joint Work Product. The Parties acknowledge that this Amendment is the joint work product of the Parties and that in the event of ambiguities in this Amendment, no inferences shall be drawn for or against either Party on the basis of authorship of this Amendment.

2.7 Amendments. No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.

2.8 Waivers. A failure or delay of either Party to enforce any of the provisions of this Amendment, or any right or remedy available under this Amendment, or at law or in equity, or to require performance of any of the

provisions of this Amendment, or to exercise any option that is provided under this Amendment, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.

**[Signature Page Follows]**




**IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

Windstream Alabama, Inc.,  
Windstream Florida, Inc., Windstream  
Kentucky East, Inc., Windstream  
Mississippi, Inc., Windstream Nebraska,  
Inc., Windstream North Carolina, Inc.,  
Windstream Ohio, Inc., Windstream  
Pennsylvania, Inc., Windstream South  
Carolina, Inc. and Windstream Western  
Reserve, Inc.,

MCImetro Access Transmission Services  
LLC

By: 

By: 

Printed: Michael D. Rhoda

Printed: **Peter H. Reynolds**

Title: Senior Vice President - Government  
Affairs

Title: *Director*  
*Jan 21, 2009*

### Exhibit A

<b>Windstream Operating Company</b>	<b>Reciprocal Compensation Rate (per minute-of-use)</b>
Windstream Alabama	\$0.01251
Windstream Florida	\$0.01039
Windstream Kentucky East	\$0.01334
Windstream Mississippi	\$0.00894
Windstream Nebraska	\$0.01238
Windstream North Carolina	\$0.00822
Windstream Ohio	\$0.01431
Windstream Pennsylvania	\$0.01066
Windstream South Carolina	\$0.01511
Windstream Western Reserve	\$0.01100