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PUBLIC SERVICE
COMMISSION

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

AN INVESTIGATION INTO THE TRAFFIC)
DISPUTE BETWEEN WINDSTREAM)
KENTUCKY EAST, LLC, BRANDENBURG)
TELEPHONE COMPANY AND MCIMETRO) Case No. 2008-00203
ACCESS TRANSMISSION SERVICES, LLC)
D/B/A/ VERIZON ACCESS)

WINDSTREAM KENTUCKY EAST, LLC'S RESPONSES TO
COMMISSION STAFF'S DATA REQUEST TO
WINDSTREAM KENTUCKY EAST, LLC,
BRANDENBURG TELEPHONE COMPANY, AND
MCIMETRO ACCESS TRANSMISSION SERVICES, LLC
D/B/A VERIZON ACCESS

Windstream Kentucky East, LLC ("Windstream") submits as follows in response to the data requests served by Commission Staff. As used herein, "Brandenburg" refers to Brandenburg Telephone Company, and "Verizon" refers to MCIMetro Access Transmission Services, LLC d/b/a Verizon Access.

1. Refer to paragraph 12 of the Motion for Emergency Hearing for July 9, 2008.
 - a. Explain how Windstream arrived at the calculated figures of \$252,473 and \$9,209, as damages and interest, respectively.
 - b. Provide documentation supporting those calculated figures of \$252,473 and \$9,209, as damages and interest.
 - c. Explain how Windstream arrived at the proposed estimated rate of \$500 per day plus interest for "[continued] unauthorized routing."
 - d. Provide documentation supporting the proposed estimated rate of \$500 per day plus interest.

RESPONSE: Windstream used a proxy rate as the traffic in question is not a legitimate, tariffed service being offered by Windstream but rather is an unauthorized use of Windstream's network.

- (a) Because Brandenburg is directing the traffic in question to Windstream's Elizabethtown end office for delivery to Verizon (although Verizon is homed behind AT&T's Louisville tandem which is outside of Windstream's network), Windstream used as a proxy the end office transit rate of \$0.0045 set forth in its tariff dated December 1, 2006 multiplied by the total number of minutes of 56,105,026 from May 2007 through June 2008. Windstream calculated interest on the product at a monthly rate of 0.005. Windstream did not include late payment charges and believes also that it is entitled to pursue damages under Kentucky law from the date the traffic in question first began being routed through Windstream's network through the date on which the unauthorized use of Windstream's network is ceased. For additional detail on full amounts Windstream believes are due, please refer also to Windstream's response to Brandenburg's Data Request No. 13. Windstream reserves all rights to seek full amount of damages it believes it is due for all applicable time periods including those prior to May 2007.
- (b) Please see the attached spreadsheet labeled "Summary of Brandenburg Owed Amounts".
- (c) The estimate of \$500 per day was derived using the current daily average minutes of 111,732 being routed through Windstream's network multiplied by the proxy rate of \$0.0045 for a product of \$502.79 per day.
- (d) Please see the attached spreadsheet labeled "Summary of Brandenburg Owed Amounts".

Summary of Brandenburg owed Amounts

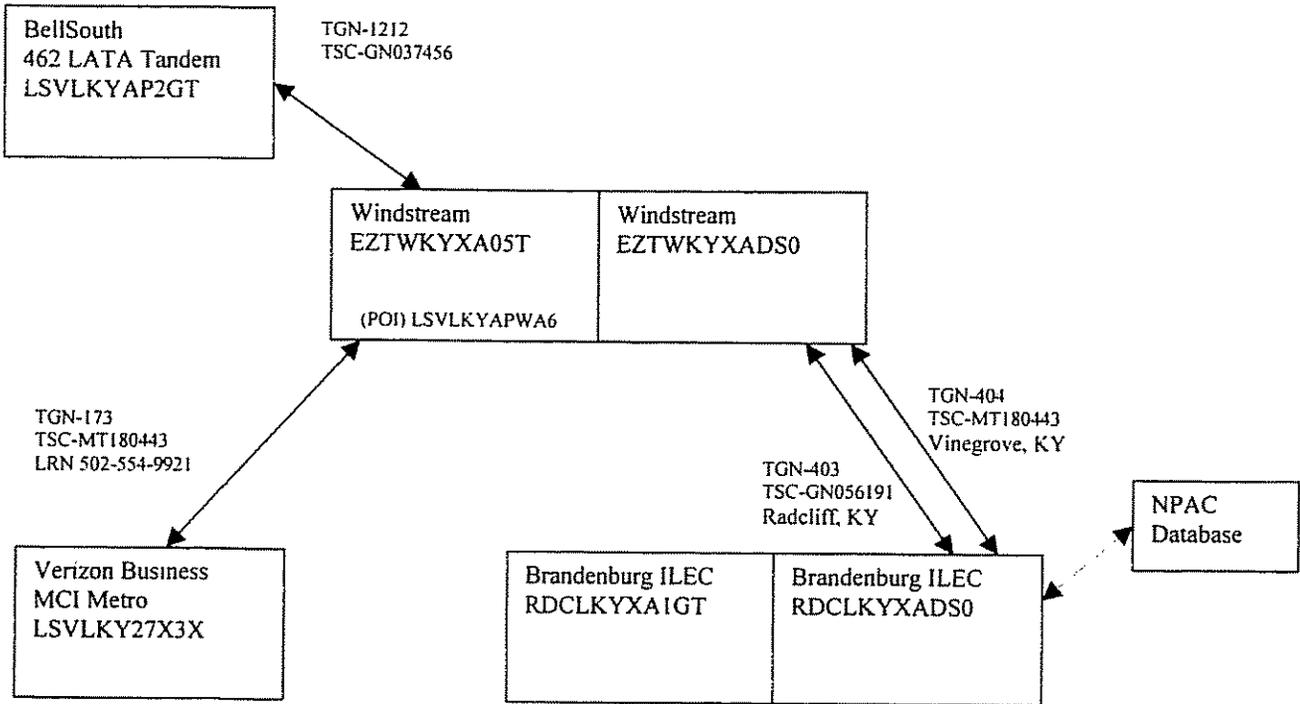
Month	Amts. Billed		Rate	Claimed Compensation	0.005														
	As Transit	Minutes			May-07	Jun-07	Jul-07	Aug-07	Sep-07	Oct-07	Nov-07	Dec-07	Jan-08	Feb-08	Mar-08	Apr-08	May-08	Jun-08	
May-07	\$ 19,372	6,523,969	0.0045	\$ 29,358	\$ 29,358	\$ 29,358	\$ 29,358	\$ 29,358	\$ 29,358	\$ 29,358	\$ 29,358	\$ 29,358	\$ 29,358	\$ 29,358	\$ 29,358	\$ 29,358	\$ 29,358		
Jun-07	\$ 14,337	4,778,935	0.0045	\$ 21,505	\$ 21,505	\$ 21,505	\$ 21,505	\$ 21,505	\$ 21,505	\$ 21,505	\$ 21,505	\$ 21,505	\$ 21,505	\$ 21,505	\$ 21,505	\$ 21,505	\$ 21,505		
Jul-07	\$ 13,930	4,643,247	0.0045	\$ 20,895	\$ 20,895	\$ 20,895	\$ 20,895	\$ 20,895	\$ 20,895	\$ 20,895	\$ 20,895	\$ 20,895	\$ 20,895	\$ 20,895	\$ 20,895	\$ 20,895	\$ 20,895		
Aug-07	\$ 13,643	4,547,738	0.0045	\$ 20,465	\$ 20,465	\$ 20,465	\$ 20,465	\$ 20,465	\$ 20,465	\$ 20,465	\$ 20,465	\$ 20,465	\$ 20,465	\$ 20,465	\$ 20,465	\$ 20,465	\$ 20,465		
Sep-07	\$ 11,905	3,968,371	0.0045	\$ 17,858	\$ 17,858	\$ 17,858	\$ 17,858	\$ 17,858	\$ 17,858	\$ 17,858	\$ 17,858	\$ 17,858	\$ 17,858	\$ 17,858	\$ 17,858	\$ 17,858	\$ 17,858		
Oct-07	\$ 11,288	3,762,589	0.0045	\$ 16,932	\$ 16,932	\$ 16,932	\$ 16,932	\$ 16,932	\$ 16,932	\$ 16,932	\$ 16,932	\$ 16,932	\$ 16,932	\$ 16,932	\$ 16,932	\$ 16,932	\$ 16,932		
Nov-07	\$ 11,823	3,941,025	0.0045	\$ 17,735	\$ 17,735	\$ 17,735	\$ 17,735	\$ 17,735	\$ 17,735	\$ 17,735	\$ 17,735	\$ 17,735	\$ 17,735	\$ 17,735	\$ 17,735	\$ 17,735	\$ 17,735		
Dec-07	\$ 11,482	3,827,434	0.0045	\$ 17,223	\$ 17,223	\$ 17,223	\$ 17,223	\$ 17,223	\$ 17,223	\$ 17,223	\$ 17,223	\$ 17,223	\$ 17,223	\$ 17,223	\$ 17,223	\$ 17,223	\$ 17,223		
Jan-08	\$ 11,640	3,879,857	0.0045	\$ 17,459	\$ 17,459	\$ 17,459	\$ 17,459	\$ 17,459	\$ 17,459	\$ 17,459	\$ 17,459	\$ 17,459	\$ 17,459	\$ 17,459	\$ 17,459	\$ 17,459	\$ 17,459		
Feb-08	\$ 11,134	3,711,294	0.0045	\$ 16,701	\$ 16,701	\$ 16,701	\$ 16,701	\$ 16,701	\$ 16,701	\$ 16,701	\$ 16,701	\$ 16,701	\$ 16,701	\$ 16,701	\$ 16,701	\$ 16,701	\$ 16,701		
Mar-08	\$ 10,107	3,368,903	0.0045	\$ 15,160	\$ 15,160	\$ 15,160	\$ 15,160	\$ 15,160	\$ 15,160	\$ 15,160	\$ 15,160	\$ 15,160	\$ 15,160	\$ 15,160	\$ 15,160	\$ 15,160	\$ 15,160		
Apr-08	\$ 10,200	3,399,923	0.0045	\$ 15,300	\$ 15,300	\$ 15,300	\$ 15,300	\$ 15,300	\$ 15,300	\$ 15,300	\$ 15,300	\$ 15,300	\$ 15,300	\$ 15,300	\$ 15,300	\$ 15,300	\$ 15,300		
May-08	\$ 9,163	3,054,229	0.0045	\$ 13,744	\$ 13,744	\$ 13,744	\$ 13,744	\$ 13,744	\$ 13,744	\$ 13,744	\$ 13,744	\$ 13,744	\$ 13,744	\$ 13,744	\$ 13,744	\$ 13,744	\$ 13,744		
Jun-08	\$ 8,093	2,697,512	0.0045	\$ 12,139	\$ 12,139	\$ 12,139	\$ 12,139	\$ 12,139	\$ 12,139	\$ 12,139	\$ 12,139	\$ 12,139	\$ 12,139	\$ 12,139	\$ 12,139	\$ 12,139	\$ 12,139		
				Claimed Amt.	\$ 29,358	\$ 50,863	\$ 71,758	\$ 92,223	\$ 110,080	\$ 127,012	\$ 144,746	\$ 161,970	\$ 179,429	\$ 196,130	\$ 211,290	\$ 226,590	\$ 240,334	\$ 252,473	
				Interest	\$ 146.79	\$ 254.32	\$ 358.79	\$ 461.11	\$ 550.40	\$ 635.06	\$ 723.73	\$ 809.85	\$ 897.15	\$ 980.65	\$ 1,056.45	\$ 1,132.95	\$ 1,201.67	\$ 9,209	
																		Total Due	\$ 261,682

Minutes/Day 2008	Rate	Amount/Day
Per Day Average 2008	111.732	0.0045 \$ 502.79

2. Describe in detail how the traffic in question is being routed to Windstream and when it is received by Windstream. Provide a narrative and diagram.
- a. Explain how the traffic in question is then routed to Verizon after being received from Brandenburg. Provide a narrative and diagram.
 - b. Has the traffic in question been routed in this same manner since 2005?
 - c. If no, describe in detail how traffic routing patterns differed prior to 2005.

RESPONSE: To provide the requested explanation, Windstream will use a particular calling example. An originating customer in Brandenburg ILEC's Vine Grove end office dials 270-769-3330. The Brandenburg Nortel DMS switch should perform a Local Number Portability query to the Number Portability Administration Center and returns a Local Routing Number ("LRN") of 502-554-9921. The Local Exchange Routing Guide ("LERG") identifies this LRN as belonging to Verizon OCN 7229, Rate Center Louisville, switch name LSVLKY27X3X, associated with the LSVLKYXAP2GT tandem. A LERG address beginning with "LSVLKY" signifies a location in Louisville, Kentucky, which is outside of Windstream's operating territory. Because Brandenburg has not correctly constructed the translations tables, in the example above, the Brandenburg RDCLKYXADS0 translations tables route the LRN 502-554-9921 to the Windstream EAS trunk group 404 TSC MT180443 at the EZTWKYXADS0 (Elizabethtown) end office. If the translations tables were constructed correctly, they would route the call to the switching office associated with the applicable LRN which in this case is AT&T's Louisville tandem.

- (a) Windstream has constructed the Elizabethtown switch translations tables to route the incoming LRN digits 502-554-9921 to send the call to TSC MT180443 to terminate at Verizon's point of interconnection at LSVLKYAPWA6. Please see the attached diagram.
- (b) No.
- (c) As early as 2004, Brandenburg was not performing the required Local Number Portability queries on the traffic in question. Brandenburg began performing the queries on April 3, 2007.



3. Provide a copy of the applicable section of the Local Exchange Routing Guide or other documentation on which Windstream relies to determine that the traffic in question, as received from Brandenburg, should not be routed to Windstream in Elizabethtown.

RESPONSE: Please see the attached pages printed from the LERG.

LERG 12 - Search

Location Routing Numbers

	LATA :
	LATA NAME :
	OCN :

	AOCN :
	LRN :
502554	RC ABBRE :
	STATUS :
	SWITCH :

LERG 12 - Results

Location Routing Numbers

[Click Here To Export 1 Results](#)

[View](#) 462 LOUISVILLE KENTUCKY 7229 7228 LSVLKY27X3X 5025549921 LOUISVILLE

LERG 1 - Results

OCN Routing Contracts - Alpha

[Click Here To Export 1 Results](#)

[View](#) MCIMETRO ATS INC 7229 MCIMETRO, ATS, INC. DC CLEC 7229

LERG 6 - Results

Destination Codes By NPA/NXX

[Click Here To Export 11 Results](#)

502	554	A	7228	7229	KY	LOUISVILLE	LOUISVILLE	462	LSVLKY27X3X	LSVLKYAP2GT	00	EOC	N
502	554	0	1510	3650	KY	LOUISVILLE	LOUISVILLE	462	LSVLKY53CM4	LSVLKYAP2GT	00	PMC	C
502	554	1	G045	6214	KY	LOUISVILLE	LOUISVILLE	462	LSVLKY53CM4	LSVLKYAP2GT	00	PMC	C
502	554	2	G045	6214	KY	LOUISVILLE	LOUISVILLE	462	LSVLKY53CM4	LSVLKYAP2GT	00	PMC	C
502	554	3	G045	6214	KY	LOUISVILLE	LOUISVILLE	462	LSVLKY53CM4	LSVLKYAP2GT	00	PMC	C
502	554	4	7228	7229	KY	LOUISVILLE	LOUISVILLE	462	LSVLKY27X3X	LSVLKYAP2GT	00	EOC	N
502	554	5	G045	6214	KY	LOUISVILLE	LOUISVILLE	462	LSVLKY53CM4	LSVLKYAP2GT	00	PMC	C
502	554	6	G045	6214	KY	LOUISVILLE	LOUISVILLE	462	LSVLKY53CM4	LSVLKYAP2GT	00	PMC	C
502	554	7	G045	6214	KY	LOUISVILLE	LOUISVILLE	462	LSVLKY53CM4	LSVLKYAP2GT	00	PMC	C
502	554	8	G045	6214	KY	LOUISVILLE	LOUISVILLE	462	LSVLKY53CM4	LSVLKYAP2GT	00	PMC	C
502	554	4	G045	6214	KY	LOUISVILLE	LOUISVILLE	462	LSVLKY53CM4	LSVLKYAP2GT	00	PMC	C

LERG 12 - Search

Location Routing Numbers

<input type="text"/>	LATA :
<input type="text"/>	LATA NAME :
<input type="text"/>	OCN :
9690	AOCN :
<input type="text"/>	LRN :
<input type="text"/>	RC ABBRE :
<input type="text"/>	STATUS :
<input type="text"/>	SWITCH :
EZTWKY	
<input type="button" value="Search"/>	

LERG 12 - Results

Location Routing Numbers

[Click Here To Export Results](#)

[View](#) 462 LOUISVILLE KENTUCKY 9690 G118 EZTWKYXAH30 2707390075 ELIZABHTN

4. Provide a copy of the current Extended Area Service agreement between Windstream and Brandenburg.

RESPONSE: Please see the attached Mutual Traffic Exchange Agreement dated August 1, 2002 and noting that the parties agree to observe standard industry practices and procedures.

**KENTUCKY ALLTEL INC. AND
BRANDENBURG TELEPHONE COMPANY, INC.
MUTUAL TRAFFIC EXCHANGE AGREEMENT
Effective August 1, 2002**

This Agreement is effective as provided herein by and between KENTUCKY ALLTEL, INC. ("ALLTEL") and BRANDENBURG TELEPHONE COMPANY, INC., collectively referred to hereafter as the "Parties."

In consideration of the mutual obligations set forth herein, the Parties agree to the following terms and conditions:

1. While this Agreement remains in full force and effect, each Party shall transport and terminate local and Extended Area Service (EAS) calls to the other Party without a direct interconnection arrangement and without compensation required, other than the mutual exchange of traffic provided herein. Local and EAS calls, for purposes of this Agreement, are based on mandatory local and EAS calling scopes and tariffs per the Kentucky Public Service Commission.
2. During the term of this Agreement, each Party will accept traffic from the other Party pursuant to the terms of the aforementioned calling scopes and tariffs. All other traffic exchanged between the Parties will be provided pursuant to the applicable industry settlement procedures for the provision of toll, access, CMRS and other arrangements. In the event such procedures do not exist, the Parties agree to negotiate in good faith the procedures and compensation provisions to be applied to such other traffic exchanged between Parties.
3. The Parties agree to load the other Party's NXX codes, which may change from time to time, into their respective switch translation databases in a reasonable and timely manner, in accordance with standard industry practices and procedures.
4. Each Party shall individually be responsible for insuring that it has sufficient facilities in place to perform in accordance with the terms of this Agreement and shall have no liability to the other Party or any third parties with regard to the provisioning of facilities on behalf of the other or on behalf of third parties.
5. Neither Party shall be liable to the other for any lost profits or revenues or for any indirect, incidental, special or consequential damages arising out of or related to this Agreement or the provision of services hereunder.
6. Each Party will indemnify and hold harmless the other Party from and against any loss, cost, claim, liability, damage, expense, including reasonable attorney fees, to third parties relating to or arising out of the liable, slander, invasion of privacy, misappropriation of name or likeness, negligence or willful misconduct by the indemnifying Party, its employees, agents or contractors, in the performance of this Agreement or the failure of the indemnifying Party to perform its obligations under this Agreement. In addition, the indemnifying Party will, to the extent of its obligations to indemnify hereunder, defend any action or suit brought by a third party against the indemnifying Party.
7. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its reasonable control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, tornados, hurricanes, nuclear accidents, floods,

power blackouts or unusually severe weather. In the event of any such excused delay in the performance of a Party's obligations under this Agreement, the due date for the performance of the original obligation shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delaying Party shall perform its obligations at a performance level no less than that which it uses for its own operations.

8. Nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of the other, and neither Party shall have the right or power to bind or obligate the other Party.
9. The Parties agree that in the event it is necessary to exchange any confidential or proprietary information during the term of the Agreement including, without limitation, technical business plans or customer proprietary network information as that term is defined in the Communications Act of 1934 as amended, in the rules and regulations of the Federal Communications Commission and similar information ("Confidential Information"), the Confidential Information is deemed proprietary to the disclosing Party and shall be protected by the recipient as the recipient would protect its own proprietary information. Confidential Information shall be solely used for the purpose to provide services specified in this Agreement. The information shall be deemed Confidential Information only if it has been so designated in writing by the disclosing Party. However, the recipient shall have no obligation to safeguard information which is in the recipient's possession free of restriction prior to its receipt from the disclosing Party, after it becomes publicly known or available through no reach of this Agreement by recipient, after it is rightfully acquired by recipient free of restrictions on its disclosing Party, or after its independently developed by person or recipient to whom disclosing Party's Confidential Information had not been previously disclosed. A recipient may disclose Confidential Information if required by law, a court or governmental agency provided the disclosing Party has been notified of the requirement promptly after the recipient becomes aware of the requirement and provided the recipient undertakes reasonable lawful measures to avoid disclosing such until the disclosing Party has had reasonable time to obtain a protective order.
10. If any part of this Agreement is held to be invalid for any reason, such invalidity will not affect the remainder of the Agreement, if in doing so such does not render the remainder of the Agreement invalid or otherwise substantially or materially alter the intent of the Parties under the Agreement.
11. Neither Party may assign this Agreement without the express written consent of the other Party; provided, however, such consent shall not be required regarding assignments by a Party to an entity which owns, is owned by or is under common ownership with the assigning Party or to an entity which purchases the assigning Party or substantially all of the assets of the assigning Party.
12. This Agreement constitutes the entire Agreement between the Parties on the subject matter herein and supersedes and replaces any prior written oral or other understanding or agreements between the Parties on the subject matter hereof.
13. Either Party may terminate this Agreement on thirty (30) calendar days' written notice to the other Party.

 KENTUCKY ALLTEL, INC.

BRANDENBURG TELEPHONE COMPANY,
INC.

By: _____

By: _____

Title: _____

Title: _____

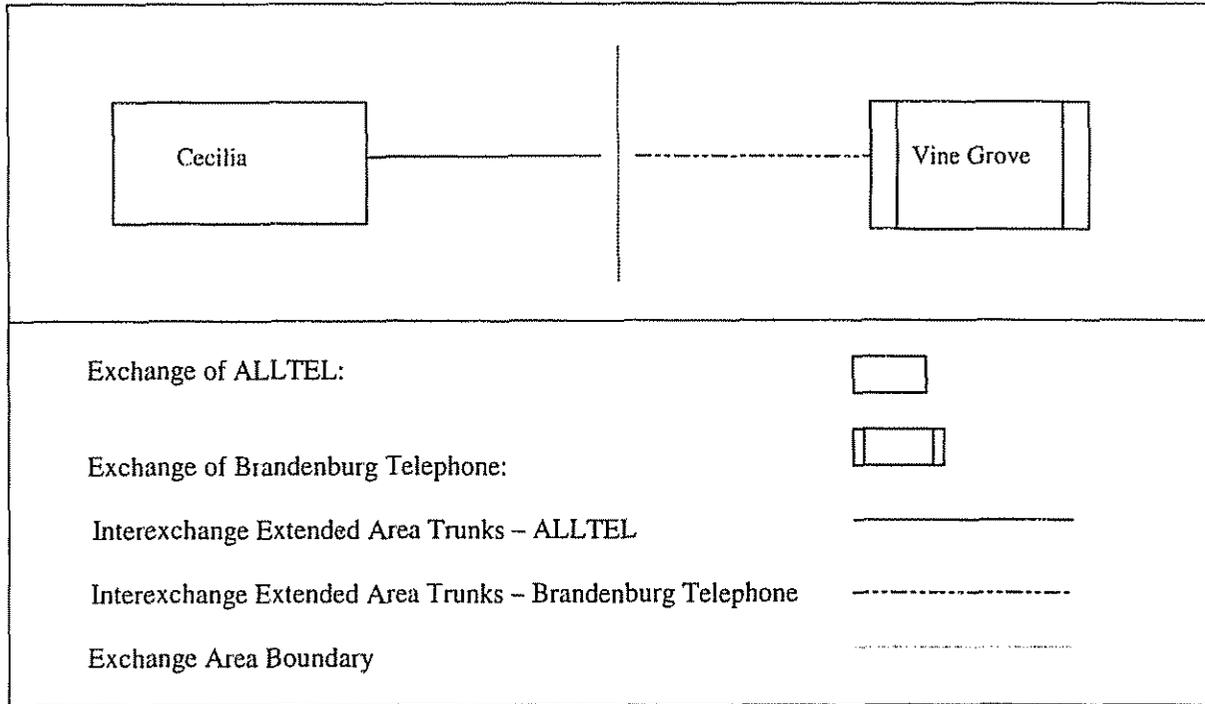
Date: _____

Date: _____

SUPPLEMENT NO. 1

MUTUAL TRAFFIC EXCHANGE AGREEMENT BETWEEN KENTUCKY ALLTEL, INC. AND
 BRANDENBURG TELEPHONE COMPANY, INC.
 DATED AUGUST 1, 2002

SCHEMATIC DRAWING SHOWING OWNERSHIP OF
 EXCHANGES AND INTEREXCHANGE TRUNKS



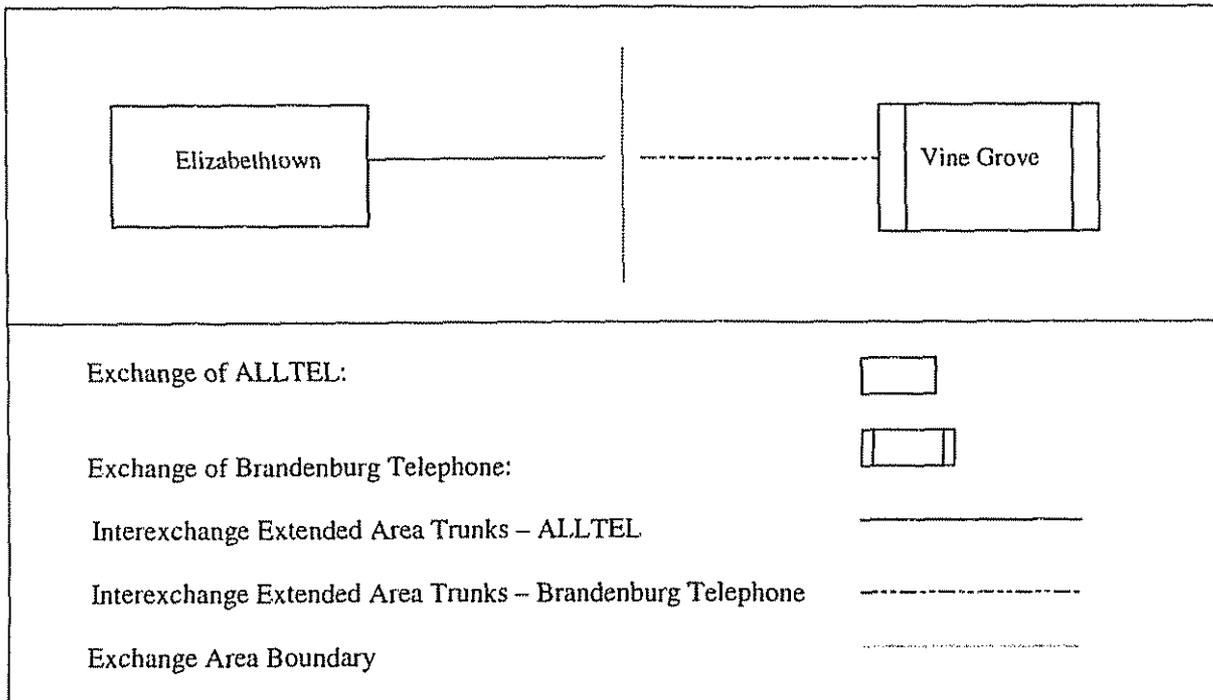
PROVISION OF INTEREXCHANGE TRUNKS

	ALLTEL	Brandenburg Telephone
Exchange	Cecilia	Vine Grove
Central Office		
Central Office Cilli Code		

SUPPLEMENT NO. 2

MUTUAL TRAFFIC EXCHANGE AGREEMENT BETWEEN KENTUCKY ALLTEL, INC. AND
 BRANDENBURG TELEPHONE COMPANY, INC.
 DATED AUGUST 1, 2002

SCHEMATIC DRAWING SHOWING OWNERSHIP OF
 EXCHANGES AND INTEREXCHANGE TRUNKS



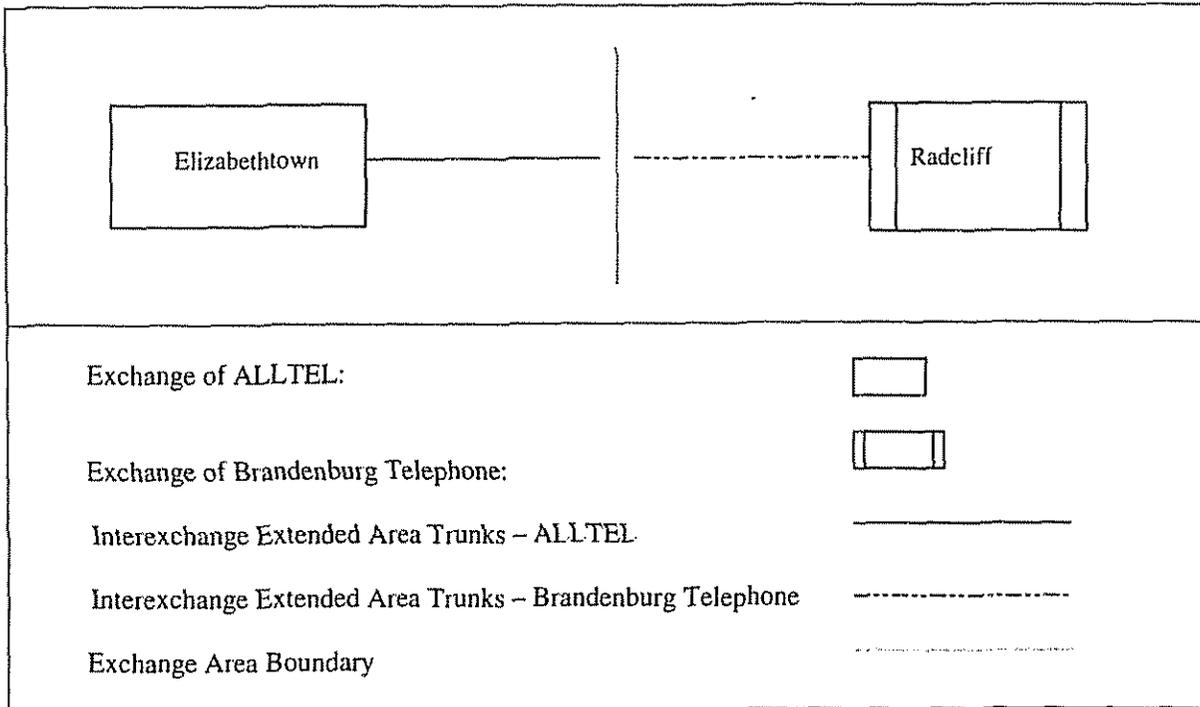
PROVISION OF INTEREXCHANGE TRUNKS

	ALLTEL	Brandenburg Telephone
Exchange	Elizabethtown	Vine Grove
Central Office		
Central Office Cilli Code		

SUPPLEMENT NO. 3

MUTUAL TRAFFIC EXCHANGE AGREEMENT BETWEEN KENTUCKY ALLTEL, INC. AND
 BRANDENBURG TELEPHONE COMPANY, INC.
 DATED AUGUST 1, 2002

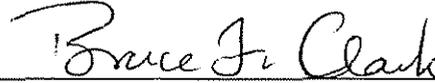
SCHEMATIC DRAWING SHOWING OWNERSHIP OF
 EXCHANGES AND INTEREXCHANGE TRUNKS



PROVISION OF INTEREXCHANGE TRUNKS

	ALLTEL	Brandenburg Telephone
Exchange	Elizabethtown	Radcliff
Central Office		
Central Office Cilli Code		

Respectfully submitted,



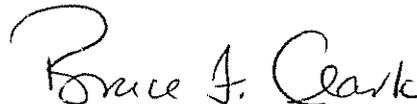
Bruce F. Clark
STITES & HARBISON, PLLC
421 West Main Street
P.O. Box 634
Frankfort, KY 40602-0634
Telephone: (502) 223-3477
COUNSEL FOR WINDSTREAM KENTUCKY
EAST, LLC

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing has been served by first class mail on those persons whose names appear below this 31st day of July, 2008.

John E. Selent
Edward T. Depp
Holly C. Wallace
DINSMORE & SHOHL, LLP
1400 PNC Plaza
500 West Jefferson Street
Louisville, KY 40202
Counsel to Brandenburg Telephone Company

Douglas F. Brent Esq.
Stoll Keenon Ogden PLLC
2000 PNC Plaza
500 West Jefferson Street
Louisville, KY 40202-2874
Counsel to Verizon



Bruce F. Clark