

**COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION**

**In the Matter of:**

**Brandenburg Telephone Company; Duo County  
Telephone Cooperative Corporation, Inc.; Highland  
Telephone Cooperative, Inc., Mountain Rural  
Telephone Cooperative Corporation, Inc.; North  
Central Telephone Cooperative Corporation; South  
Central Rural Telephone Cooperative Corporation, Inc.)  
And West Kentucky Rural Telephone Cooperative  
Corporation, Inc.**

**Complainants**

**v.**

**Windstream Kentucky East, Inc.**

**Defendant**

**RECEIVED**

**MAR 20 2009**

**PUBLIC SERVICE  
COMMISSION**

**Case No. 2007-00004**

**WINDSTREAM KENTUCKY EAST, LLC'S  
RESPONSES TO RLEC DATA REQUESTS**

Windstream Kentucky East, LLC ("Windstream East") submits the following Responses to the Data Requests propounded by Brandenburg Telephone Company ("Brandenburg"), Duo County Telephone Cooperative Corporation, Inc. ("Duo County"), Highland Telephone Cooperative, Inc. ("Highland"), Mountain Rural Telephone Cooperative Corporation, Inc. ("Mountain Rural"), North Central Telephone Cooperative Corporation ("North Central"), South Central Rural Telephone Cooperative Corporation, Inc. ("South Central"), and West Kentucky Rural Telephone Cooperative Corporation, Inc. ("West Kentucky") (collectively, the "RLECs"):

As a general matter, Windstream East objects that the RLECs' Data Requests exceed thirty questions, even excluding subparts. *See*, CR 33.01(3). This matter does not constitute complex litigation, and there is no reasonable basis to permit excessive discovery in this proceeding. Windstream East reserves all rights to object to further discovery on this basis.

Additionally, Windstream East objects to all RLEC Data Requests that seek to require Windstream East to provide its legal case in chief through the discovery process. Any legal arguments promulgated by Windstream East in this proceeding will be addressed by Windstream East's attorneys in the briefs in this matter.

**REQUEST NO. 1:** Admit that Section S11.1 Transit Traffic Service of Windstream's General Customer Services Tariff (hereinafter referred to as the "Transit Traffic Tariff") applies only to Telecommunications Service Providers as defined within said tariff.

**RESPONSE:** Windstream East objects that this is an improper request for admission. Without waiving this objection, Windstream East states that, pursuant to Section S11.1.1 of the Transit Traffic Tariff, the tariff applies to a telecommunications service provider's delivery of the local transit traffic as defined therein. Also as specified in the tariff, a "Telecommunications Service Provider" means a provider of local and/or access telecommunications service who is legally certified to provide service within the of Kentucky, or is licensed by the Federal Communications Commission (FCC) to provide Commercial Mobile Radio Service ("CMRS"). For purposes of the tariff, the definition of a Telecommunications Service Provider includes, but is not limited to, CMRS providers, Competitive Local Exchange Carriers ("CLECs") and Independent Telephone Companies ("ICOs").

Windstream East Representative Supporting Response: Kerry Smith

**REQUEST NO. 2:** Admit that prior to issuing the Transit Traffic Tariff, Windstream provided transit traffic services to telecommunications providers pursuant to interconnection agreements or other inter-carrier traffic exchange agreements.

**RESPONSE:** Windstream East objects that this is an improper request for admission. Without waiving this objection, Windstream East states that it has provided and continues to provide local transit service pursuant to interconnection agreements entered into with carriers, including applicable Intervenors, who negotiated local transit service with Windstream East. Windstream East further states that it has provided and continues to provide toll transit service pursuant to its applicable access tariffs. With respect to the RLECs, Windstream East states that the RLECs directed local transit traffic to Windstream East's network without permission from, an agreement with, or compensation to Windstream East; therefore, Windstream East considers the RLECs' local transit traffic to be subject to Windstream East's local Transit Tariff.

Windstream East Representative Supporting Response: Kerry Smith

**REQUEST NO. 3:** If your response to Request No. 2 is anything other than an unqualified denial, please identify the title of the agreements, the parties to the agreements, the effective dates of the agreements, and please state whether the agreements are on file with the Kentucky Public Service Commission (the “Commission”). Please provide a copy of any and all such agreements not on file with the Commission.

**RESPONSE:** As noted in the Response to Request No. 2, the RLECs do not maintain transit agreements with Windstream East. Windstream East's local and access tariffs are publicly on file with the Commission. With respect to interconnection agreements pursuant to which Windstream East provides local transit service to providers such as Intervenors, the interconnection agreements are publicly on file with the Commission, and the information requested is readily obtainable by the RLECs from the Commission’s website.

Windstream East Representative Supporting Response: Kerry Smith

**REQUEST NO. 4:** Admit that since issuing the Transit Traffic Tariff, Windstream provides transit traffic services to telecommunications providers pursuant to interconnection agreements or other inter-carrier traffic exchange agreements.

**RESPONSE:** See Response to Request No. 2 above.

Windstream East Representative Supporting Response: Kerry Smith

**REQUEST NO. 5:** If your response to Request No. 4 is anything other than an unqualified denial, please identify the title of the agreements, the parties to the agreements, the effective dates of the agreements, and please state whether the agreements are on file with the Commission. Please provide a copy of any and all such agreements not on file with the Commission.

**RESPONSE:** See Response to Request No. 3 above.

Windstream East Representative Supporting Response: Kerry Smith

**REQUEST NO. 6:** Please identify and produce all agreements between Windstream and all other telecommunications carriers or customers by which Windstream agrees to provide transit traffic services.

**RESPONSE:** See Responses to Requests No. 2 and 3 above.

Windstream East Representative Supporting Response: Kerry Smith



**REQUEST NO. 7:** Please identify and produce all agreements between Windstream and all other telecommunications carriers or customers pursuant to which Windstream has agreed to deliver Windstream-originated traffic at a point of interface that is not located on Windstream's incumbent local exchange carrier network within its incumbent local exchange carrier local service territory.

**RESPONSE:** Windstream East objects that the use of the term "point of interface" is vague and ambiguous. To the extent that the question refers to a transit function, Windstream East has two agreements pertaining to the delivery of local and toll traffic that may be applicable to this request. One agreement with AT&T Kentucky governs delivery of all local traffic for Windstream East and its affiliate, Windstream Kentucky West, LLC, through AT&T Kentucky's tandems to a third party homed behind AT&T Kentucky's tandems. That agreement is a commercial transiting agreement, is confidential, and was entered into voluntarily between the parties. Windstream East obtained permission from the contracting party to release, under seal, a redacted copy of the multi-state commercial transiting agreement which is attached hereto and is provided expressly pursuant to the nondisclosure agreement entered into only with the counsel for the RLECs and the RLECs' consultant. The agreement shall not be disclosed by the RLECs (or others receiving it pursuant to a nondisclosure agreement) to any party that has not executed the appropriate nondisclosure verification or otherwise released in a manner contrary to the terms of the nondisclosure agreement. The second agreement ("Kentucky Restructured Settlement Plan") governs delivery of intraLATA toll traffic where Windstream East is the primary toll carrier ("PTC") for its local exchange customers who choose Windstream East also as their intraLATA toll provider. Windstream East has been unable to confirm whether this agreement is confidential and which parties would need to agree to a release and, therefore, is not providing a

copy of same. To the extent that the question refers to an obligation to build or construct facilities or network outside of its incumbent local exchange territory, Windstream East does not have any agreement that may be applicable to this request.

Windstream East Representative Supporting Response: Kerry Smith

**REQUEST NO. 8:** With respect to each agreement identified in response to Request No. 7, identify whether each agreement was either the product of voluntary negotiations with the carrier or the product of an arbitration or other proceeding before the Commission. (If a particular agreement was the product of arbitration before the Commission, please identify the corresponding case number.)

**RESPONSE:** See the Response to Request No. 7 above.

Windstream East Representative Supporting Response: Kerry Smith

**REQUEST NO. 9:** Identify all Kentucky-certificated local exchange carriers that have ordered Windstream's transit traffic services pursuant to Windstream's Transit Traffic Tariff, and identify the amount of charges incurred to date for each such local exchange carrier.

**RESPONSE:** For its response, Windstream East has assumed that "ordered" means use of Windstream East's network under the Transit Tariff in the absence of an agreement. Windstream East states that the only carriers that have directed local transit traffic originating with their end user customers to Windstream East's network without compensating Windstream East pursuant to a valid agreement or agreeing to negotiate an appropriate agreement are the RLECs and another local exchange carrier (for customer proprietary reasons, Windstream East refers to that carrier as "Carrier X"). Windstream East calculates the RLEC balances as February 5, 2009 to be as follows: [REDACTED]

[REDACTED]

[REDACTED] Because of the customer proprietary nature of these balances, Windstream East is serving redacted copies of this response on the other parties to this proceeding and is instructing counsel for the RLECs to only release the applicable RLEC company balance to the individual RLEC. As to Carrier X, Windstream East calculates the balance as of February 5, 2009 to be \$831.29 (represents current billing, and Carrier X does not have any past-due balance).

Windstream East Representative Supporting Response: Kerry Smith

**REQUEST NO. 10:** Admit that, with respect to the exchange of traffic destined for competitive local exchange carriers ("CLECs"), Windstream has no obligation to bear the cost of delivering traffic outside of Windstream's network (with the exception of the payment of appropriate reciprocal compensation for transport and termination of traffic as defined in Subpart H of the Federal Communications Commission's Part 51 Rules). If you do not so admit, please explain in detail the basis for that refusal.

**RESPONSE:** Windstream East objects that this compound question is an improper request for admission and to the extent this question seeks a legal position. In the event that Windstream East promulgates a legal argument on this issue, its attorneys will provide the applicable legal arguments in the briefs in this matter. Windstream East also objects that the question is vague and ambiguous as it fails to specify the type of traffic to which it applies. Without waiving any of its objections, Windstream East refers to its Response to Data Request No. 7 above.

Windstream East Representative Supporting Response: Kerry Smith, except as to legal issues to be briefed by the parties' attorneys

**REQUEST NO. 11:** Admit that, with respect to exchange of local and/or Extended Area Service local traffic destined for incumbent local exchange carriers ("ILECs"), Windstream has no obligation to bear the cost of delivering traffic outside of Windstream's network. If you do not so admit, please explain in detail the basis for that refusal.

**RESPONSE:** Please refer to Windstream East's Response to Data Request No. 10 above.

Windstream East Representative Supporting Response: Kerry Smith, except as to legal issues to be briefed by the parties' attorneys

**REQUEST NO. 12:** Admit that, with respect to the exchange of traffic destined for Commercial Mobile Radio Service (“CMRS”) providers, Windstream has no obligation to bear the cost of delivering traffic outside of Windstream's network (with the exception of the payment of appropriate reciprocal compensation for transport and termination of traffic as defined in Subpart H of the Federal Communications Commission’s Part 51 Rules). If you do not so admit, please explain in detail the basis for that refusal.

**RESPONSE:** Please refer to Windstream East’s Response to Data Request No. 10 above.

Windstream East Representative Supporting Response: Kerry Smith, except as to legal issues to be briefed by the parties’ attorneys

**REQUEST NO. 13:** Identify and produce all agreements or other arrangements in Kentucky, if any, whereby Windstream has agreed to bear the cost of delivering traffic (other than the payment of reciprocal compensation for the transport and termination of traffic as defined in Subpart H of the Federal Communications Commission's Part 51 rules) to a CLEC, ILEC or CMRS provider outside of Windstream's network.

**RESPONSE:** Please refer to Windstream East's Response to Data Request No. 7 above.

Windstream East Representative Supporting Response: Kerry Smith



**REQUEST NO. 14:** Explain in detail the circumstances, if any, under which you believe it is appropriate for Windstream to bear the entire cost of delivering traffic to an ILEC, CLEC or CMRS provider at a point of interface located outside of Windstream's network (with the exception of payment of reciprocal compensation for transport and termination of traffic as defined in Subpart H of the Federal Communications Commission's Part 51 rules).

**RESPONSE:** Please refer to Windstream East's Response to Data Request No. 7 above. Further, Windstream objects to the extent this question seeks a legal position. In the event that Windstream East promulgates a legal argument on this issue, its attorneys will provide the applicable legal arguments in the briefs in this matter.

Windstream East Representative Supporting Response: Kerry Smith, except as to legal issues to be briefed by the parties' attorneys

**REQUEST NO. 15:** Please identify any and all Commission-approved tariffs in Kentucky that obligate Windstream to pay the tariffed rates of another telecommunications carrier for transit traffic services.

**RESPONSE:** Windstream objects that this question is overly burdensome and seeks information readily and publicly available to the RLECs from the Commission's website. Without waiving its objections, Windstream East states that the applicable Commission-approved tariffs would include all access tariffs establishing tandem switching and transport rates for toll traffic of the Kentucky ILECs (including the applicable RLECs) who have tandems and third party providers homed behind those tandems.

Windstream East Representative Supporting Response: Kerry Smith

**REQUEST NO. 16:** Does Windstream or an ILEC affiliate of Windstream provide transit traffic services in states other than Kentucky? If the answer is yes, please describe in detail the arrangements (such as tariffs or agreements) pursuant to which it provides such services.

**RESPONSE:** Windstream East objects to the extent this question seeks responses by or on behalf of entities operating in states outside Kentucky and this Commission's jurisdiction. Without waiving its objection, Windstream East states that it and its Kentucky ILEC affiliate, Windstream West, provide service only in the Commonwealth of Kentucky. Further, Windstream West does not have a tandem.

Windstream East Representative Supporting Response: Kerry Smith

**REQUEST NO. 17:** Please identify any and all intraLATA circuit switched traffic that would not be subject to Windstream's Transit Traffic Tariff and that: (1) transits Windstream's network; (2) originates from and terminates to carriers other than Windstream; (3) for which Windstream does not collect toll charges or access charges; and (4) is not otherwise subject to a traffic exchange agreement between Windstream and another carrier.

**RESPONSE:** Windstream East objects that this question is vague and ambiguous. To the extent that Windstream East believes the question is asking about toll traffic, Windstream East states that its Transit Traffic Tariff applies to local transit traffic and not toll transit traffic and that toll traffic would be subject to Windstream East's access tariffs.

Windstream East Representative Supporting Response: Kerry Smith

**REQUEST NO. 18:** For the traffic identified in response to Data Request No. 17, please explain in detail why that traffic is not subject to Windstream's Transit Traffic Tariff.

**RESPONSE:** Please refer to Windstream East's Response to Data Request No. 17 above.

Windstream East Representative Supporting Response: Kerry Smith

**REQUEST NO. 19:** Admit that Windstream did not file cost support data with the Commission at the time it filed its Transit Traffic Tariff with the Commission.

**RESPONSE:** Windstream East did not file a cost study at the time that it filed its Transit Traffic Tariff with the Commission.

Windstream East Representative Supporting Response: Kerry Smith

**REQUEST NO. 20:** If your response to Request No. 19 is anything other than an unqualified admission, provide a copy of all cost support data Windstream filed with the Commission at the time Windstream filed its Transit Traffic Tariff.

**RESPONSE:** Please refer to Windstream East's Response to Data Request No. 19 above.

Windstream East Representative Supporting Response: Kerry Smith

**REQUEST NO. 21:** If your response to Request No. 19 is a denial, and you claim that Windstream filed cost support data with the Commission at the time it filed its Transit Traffic Tariff, admit that the cost support data was not approved by the Commission.

**RESPONSE:** Please refer to Windstream East's Response to Data Request No. 19 above.

Windstream East Representative Supporting Response: Kerry Smith



**REQUEST NO. 22:** Please identify and provide a copy of any and all notice that Windstream provided to the RLECs regarding the filing of Windstream's Transit Traffic Tariff.

**RESPONSE:** To the extent that this question is asking about an individual, mailed notice to each RLEC, Windstream East states that it did not mail to individual RLECs such notice.

Windstream East Representative Supporting Response: Kerry Smith

**REQUEST NO. 23:** Please explain in detail whether Windstream's Transit Traffic Tariff applies to end user residential or business customers that are not Telecommunications Service Providers as defined in the Transit Traffic Tariff.

**RESPONSE:** Please refer to Windstream East's Response to Data Request No. 1 above regarding the applicability of the Transit Traffic Tariff to the local transit traffic of Telecommunications Service Providers.

Windstream East Representative Supporting Response: Kerry Smith

**REQUEST NO. 24:** Please explain in detail whether Windstream's Transit Traffic Tariff applies to interexchange carriers.

**RESPONSE:** Please refer to Windstream East's Response to Data Request No. 17 above. The Transit Traffic Tariff would not apply to interexchange carriers which deliver 1+ traffic and not local transit traffic. Windstream East states again that its Transit Traffic Tariff does not apply to toll, or 1+, traffic and that such toll traffic is subject to Windstream East's access tariffs.

Windstream East Representative Supporting Response: Kerry Smith

**REQUEST NO. 25:** Please identify all non-Windstream-affiliated carriers who subtend a Windstream tandem.

**RESPONSE:** Windstream East objects to this question as it seeks information that is readily available to the RLECs from the local exchange routing guide (“LERG”) and that is irrelevant and not likely to lead to any discoverable information.

Windstream East Representative Supporting Response: Kerry Smith

**REQUEST NO. 26:** Please specify which carriers identified in your response to Data Request No. 25 are parties to this case.

**RESPONSE:** Please refer to Windstream East's Response to Data Request No. 25 above. Windstream East further objects that this question is asking Windstream to provide information already within the possession and control of the RLECs. Specifically, the RLECs can research the LERG and review the filings in this matter to determine who are the parties to this proceeding.

Windstream East Representative Supporting Response: Kerry Smith

**REQUEST NO. 27:** Please explain how Windstream determines and/or identifies the jurisdiction of traffic delivered to an internet service provider ("ISP").

**RESPONSE:** Windstream East objects that this question is vague and ambiguous and is otherwise wholly irrelevant to the issues in this proceeding.

Windstream East Representative Supporting Response: Kerry Smith, except as to legal issues

**REQUEST NO. 28:** Please identify the aggregate number of minutes and the aggregate dollar amount that Windstream billed other carriers in Kentucky in 2008 for transit traffic services. In your response, please identify how much was billed pursuant to the Transit Traffic Tariff, and how much was billed pursuant to any agreements.

**RESPONSE:** In 2008, Windstream East billed approximately [REDACTED] under its Transit Traffic Tariff for approximately [REDACTED] minutes of use. In 2008, Windstream East billed approximately [REDACTED] under contractual agreements for approximately [REDACTED] minutes of use.

Windstream East Representative Supporting Response: Kerry Smith

**REQUEST NO. 29:** Does Windstream believe that a transit traffic service rate must be based on a TELRIC methodology? Please explain your response.

**RESPONSE:** Windstream East objects to the extent this question seeks a legal position. In the event that Windstream East promulgates a legal argument on this issue, its attorneys will provide the applicable legal arguments in the briefs in this matter.

Windstream East Representative Supporting Response: Kerry Smith, except as to legal issues to be briefed by the parties' attorneys



**REQUEST NO. 30:** Are Windstream's tariffed transit traffic service rates based on a TELRIC methodology? Please provide all underlying cost studies or work papers supporting your response. Please provide any such studies or work papers in their original electronic form and (if not in Excel format) an electronic Excel copy of the same, with all formulae intact.

**RESPONSE:** Windstream East's Transit Traffic Tariff rates were developed using forward-looking, and not embedded, costs. With respect to the underlying cost study, Windstream East states that it provided the RLECs a copy of the confidential study in December 2007 in a .pdf format to the RLEC counsel and RLEC consultant who had executed an appropriate nondisclosure agreement. A copy of the confidential cost study in Excel format is attached hereto and is being provided only to the RLEC attorneys and consultant who have executed the nondisclosure agreement and upon the express instruction that the RLEC attorneys and consultant shall not distribute the confidential cost study to any other person or otherwise in a manner inconsistent with the terms of the parties' nondisclosure agreement.

Windstream East Representative Supporting Response: Kerry Smith

**REQUEST NO. 31:** Has Windstream performed a TELRIC study for the use of its tandem switch to transit traffic between CLECs and other carriers? If the answer is anything other than an unqualified no, please provide a copy of the study and all underlying work papers. Please provide any such study in its original electronic form and (if not in Excel format) an electronic Excel copy of the same, with all formulae intact.

**RESPONSE:** Please refer to Windstream East's Response to Data Request No. 30 above.

Windstream East Representative Supporting Response: Kerry Smith

**REQUEST NO. 32:** If your response to Data Request No. 31 is yes, please identify the network changes reflected in Windstream's TELRIC study, if any, that result in an increase in the transit traffic service rates in Windstream's Transit Traffic Tariff as compared to the transit traffic service rates in the TELRIC study filed by Verizon South, Inc. (Windstream's predecessor in interest), on October 2, 2000 in *In the Matter of: An Inquiry of the Development of the Average Rates for Unbundled Network Elements*, Administrative Case No. 382.

**RESPONSE:** Windstream East has not identified any information in its possession that is responsive to this question and otherwise has not undertaken any comparison or review of the 2000 costs of Verizon South, Inc.

Windstream East Representative Supporting Response: Kerry Smith

**REQUEST NO. 33:** Explain in detail how Windstream developed the \$0.0030 charge for tandem transit traffic service per minute of use in the Transit Traffic Tariff.

**RESPONSE:** Please refer to the cost study referenced in Windstream East's Response to Data Request No. 30.

Windstream East Representative Supporting Response: Kerry Smith

**REQUEST NO. 34:** Explain in detail how Windstream developed the \$0.0045 charge for end office transit traffic service per minute of issue in the Transit Traffic Tariff.

**RESPONSE:** Please refer to the cost study referenced in Windstream East's Response to Data Request No. 30.

Windstream East Representative Supporting Response: Kerry Smith

**REQUEST NO. 35:** Please identify any states other than Kentucky in which Windstream or an ILEC affiliate of Windstream has attempted, successfully or unsuccessfully, to tariff transit traffic rates. Your response should include the name of the ILEC affiliate of Windstream, the state, the case number or docket number, whether the attempt was successful, and a copy of the tariff, if any, if the tariff is not readily available online.

**RESPONSE:** Please refer to Windstream East's Response to Data Request No. 16 above.

Windstream East Representative Supporting Response: Kerry Smith

**REQUEST NO. 36:** Please identify the monthly volume of traffic that Windstream has transited for each of the Complainants within the last 12 months, and which Windstream claims is subject to the Transit Traffic Tariff.

**RESPONSE:** Attached hereto is a table reflecting the applicable RLEC traffic volumes. Windstream East notes that traffic volume information has been previously provided to individual RLECs upon request. Because of the customer proprietary nature of these volumes, Windstream East is serving redacted copies of this response on the other parties to this proceeding and is instructing counsel for the RLECs to only release the applicable RLEC company volume to the individual RLEC.

Windstream East Representative Supporting Response: Kerry Smith

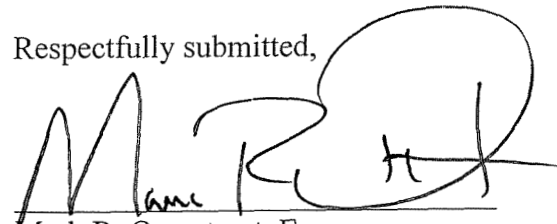
**REQUEST NO. 37:** Please identify the outstanding balance that Windstream claims each Complainant owes under its Transit Traffic Tariff.

**RESPONSE:** Please refer to Windstream East's Response to Data Request No. 9 above.

Windstream East Representative Supporting Response: Kerry Smith



Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mark R. Overstreet". The signature is written in a cursive style with a large, circular flourish at the end.

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COUNSEL FOR WINDSTREAM  
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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was served by United States First Class Mail, postage prepaid, on this 20<sup>th</sup> day of March, 2009 upon:

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A handwritten signature in black ink, appearing to read 'Mark R. Overstreet', written over a horizontal line. The signature is stylized and somewhat cursive.

Mark R. Overstreet