

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

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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 )

**REPLY OF WINDSTREAM KENTUCKY EAST, LLC  
TO BRANDENBURG TELEPHONE COMPANY'S RESPONSE**

Windstream Kentucky East, LLC ("Windstream East") hereby files the following Reply to the Response by Brandenburg Telephone Company ("Brandenburg") to MCIMetro's Motion for Correction and Rehearing ("Verizon's Motion"):

1. Windstream East submits this Reply to address briefly Brandenburg's Response filed with the Commission on October 1, 2009. Therein, Brandenburg far exceeds the issues raised in Verizon's Motion, which pertains only to assigning responsibility for the unauthorized use of Windstream East's network by Brandenburg and Verizon. Specifically, Brandenburg discusses Windstream East's transit tariff whose only relevance to this proceeding is that the same rates were used as a proxy to determine the amount of compensation that Windstream East is owed by Brandenburg and/or Verizon for their unauthorized use of Windstream East's network. Beyond that, Brandenburg's Response is inappropriate, and its arguments regarding Windstream East's transit tariff, albeit legally flawed, should be addressed in the separate Commission proceeding regarding the transit tariff (Administrative Case No. 2007-00004).

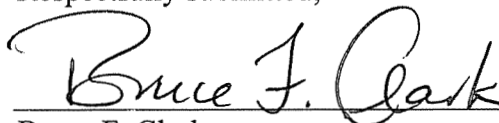
2. Additionally, Brandenburg's Response misrepresents that the interconnection agreement between Windstream East and Verizon provides that Brandenburg may route its transit traffic to Windstream East, and misstates that Windstream East contractually agreed with Verizon to transit Brandenburg's traffic free of charge. As explained more fully in Windstream East's response to Verizon's Motion, the interconnection agreement (see, *e.g.*, Attachment 4, Section 1.1) provides very clearly that Verizon and Windstream East agreed that they would not deliver traffic to the other that originated on the network of a third party carrier. Here, Brandenburg is such a third party, and its response acknowledges clearly that the traffic at issue belongs to it and not to Windstream East. (Brandenburg Response, page 5.) Yet, Brandenburg's response fails to address that the reason Brandenburg's traffic is flowing at all through Windstream East's network to Verizon, contrary to the terms of the Windstream East - Verizon interconnection agreement, is a direct result of Brandenburg's refusal to perform the required LNP queries for an extended period of time.

3. To be clear, neither Verizon nor Brandenburg dispute that the traffic in question arises solely from calls from Brandenburg's end users to Verizon's end users; accordingly, the traffic is not associated with end users of Windstream East. Similarly, neither Verizon nor Brandenburg refute that they have failed to reach appropriate resolution between themselves for the exchange of this traffic. Instead, Verizon's Motion and Brandenburg's Response make clear that they wish to continue forcing Windstream East to remain in the middle of their longstanding interconnection dispute so that they may postpone any financial responsibility for the exchange of their traffic. For instance, Verizon's Motion points the finger at Windstream East's transit tariff to suggest incorrectly that Windstream East must deliver this unauthorized traffic even though it is being delivered by Brandenburg contrary to established LERG protocols. In return,

Brandenburg's Response ignores the clear language of the Windstream East - Verizon interconnection agreement to argue that Windstream East contractually agreed to deliver Brandenburg's traffic to Verizon for free. Neither argument has merit, and these two parties should be expending their efforts resolving their interconnection dispute rather than continuing to concoct meritless arguments to force Windstream East to bear the network and financial burdens associated with their traffic.

WHEREFORE, the Commission should dismiss Verizon's Motion and disregard Brandenburg's Response to the extent set forth herein; uphold its decision to order Brandenburg and Verizon to make alternative arrangements for the routing of their traffic; and grant Windstream compensation for the misuse of its network, and all other appropriate relief.

Respectfully submitted,

A handwritten signature in black ink that reads "Bruce F. Clark". The signature is written in a cursive style with a horizontal line underneath it.

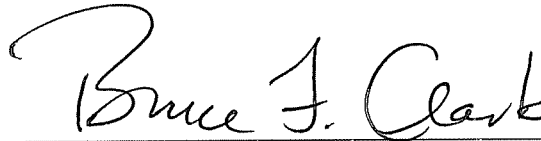
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**CERTIFICATE OF SERVICE**

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 6th day of October, 2009.

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