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Windstream Communications  
4001 Rodney Parham Road  
1170 B3F03-84A  
Little Rock, AR 72212

**W. Lee Elliott**  
**Staff Manager-Wholesale Services**  
Phone (501) 748-5686  
Fax: (501) 748-6583  
Email: w.lee.elliott@Windstream.com

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March 3, 2009

Ms. Blanca S. Bayo, Director  
Division of Records and Reporting  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

**Via Federal Express**

Re: Amendment to an Agreement between Windstream Florida, Inc. and Verizon Wireless

Dear Ms. Bayo:

Enclosed for filing are the original and three (3) copies of the above-referenced Amendment to an Interconnection Agreement.

Please acknowledge receipt and filing of the above by stamping the duplicate copy of this letter and returning the same to me in the self-addressed, stamped envelope.

Thank you for your assistance in this matter.

Sincerely,  
  
W. Lee Elliott

Enclosures

COM  
ECR  
GCL  
OPC  
RCP  
SSC  
SGA  
ADM  
CLK *W. Lee Elliott*

DOCUMENT NUMBER-DATE  
01804 MAR-5 08  
FPSC-COMMISSION CLERK

**AMENDMENT NO. 1**

**to the  
INTERCONNECTION AGREEMENT**

**between**

**WINDSTREAM FLORIDA, INC.  
(f/k/a Alltel Florida, Inc.)**

**and**

**VERIZON WIRELESS**

This Amendment No. 1 ("Amendment") is made this 16<sup>th</sup> day of February, 2009 ("Amendment Effective Date"), by and between Windstream Florida, Inc. (f/k/a Alltel Florida, Inc.), with its principal place of business at 4001 Rodney Parham Rd., Little Rock, Arkansas 72212 and the Verizon Wireless entities listed on the signature page of this Amendment, individually and collectively doing business as Verizon Wireless (collectively "Carrier"), with its principal place of business at One Verizon Way, Basking Ridge, New Jersey 07920. 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 Florida

**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 deemed effective by operation of law on August 18, 2005 by the Florida Public Service Commission in Docket No. 050436-TP (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 should be amended to Windstream.

1.1 Windstream and Carrier mutually agree as appended hereto and incorporated herein to include the following as Parties to this Agreement:

- Verizon Wireless of the East LP d/b/a Verizon Wireless
- Verizon Wireless Telecom Inc.

1.2 Preamble is amended to replace Windstream and Carrier office addresses with the following:

Windstream - 4001 Rodney Parham Rd., Little Rock, Arkansas 72212

Carrier - One Verizon Way, Basking Ridge, New Jersey 07920

DOCUMENT NUMBER - DATE

01804 MAR 5 2009 Verizon Wireless Matter #710-60629-2008

FPSC-COMMISSION CLERK

1.3 Part B – General Terms and Conditions Provisions Section 15. Notices is amended to replace in its entirety with the following provisions:

15. **NOTICES**

15.1 Except as otherwise provided herein, all contract notices or other Communication hereunder shall be deemed to have been duly given when made in writing and delivered in person, or sent by certified mail, postage prepaid, return receipt requested, on the date the mail is delivered or its delivery attempted.

**Contract Notices**

If to Windstream:	Windstream Attn: Staff Manager – Interconnection Services 4001 Rodney Parham Road Mailstop: 1170 B1F2-12A Little Rock, Arkansas 72212	If to Carrier:	Verizon Wireless 1120 Sanctuary Pkwy, Ste 150 Alpharetta, GA 30004 Attn: Assoc. Director – Wireline Interconnection
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with a copy to:	Windstream Attn: Regulatory Counsel, Interconnection 4001 Rodney Parham Road Mailstop: 1170 B1F3-53A Little Rock, AR 72212	with a copy to:	Verizon Wireless 1300 I Street, NW Suite 400 Washington, DC 20005 Attn: Regulatory Counsel, Interconnection
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**Billing Notices**

If to Windstream:	Windstream Attn: Staff Manager – CABS Department 4001 Rodney Parham Road Mailstop: 1170 B3F3-36B Little Rock, AR 72212	If to Carrier:	Verizon Wireless Attn: James Green 12802 Tampa Oaks Blvd. Temple Terrace, FL 33637 813-615-4956
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15.2 If personal delivery is selected to give notice, a receipt of such delivery shall be obtained. The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other pursuant to this Section 15.

1.4 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 customer of such traffic is a customer 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.

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- 2.8 Tandem transit traffic may be routed over interconnection trunks. Carrier shall deliver via ISUP signaling, including provision of Calling Party Number (CPN).
- 2.9 Carrier shall pay Windstream for transit service that Carrier originates at the per MOU rate of \$0.003 plus any additional charges or costs that the terminating carrier imposes or levies on Windstream for the delivery or termination of such traffic, including any switched exchange access service charges. In the event Windstream bills Carrier for charges or costs that the terminating carrier imposes or levies on Windstream for the delivery or termination of Carrier's traffic, Windstream will, upon Carrier's request, work cooperatively with Carrier to dispute such charges or costs with the terminating carrier and Carrier will defend Windstream and hold it harmless with respect to any attempt by a terminating carrier to collect from Windstream or to impose liability on Windstream with respect to traffic originated by Carrier. In the event the Commission or a court or arbitrator of competent jurisdiction orders Windstream to pay (in whole or part) charges or costs that the terminating carrier imposes or levies on Windstream for the delivery or termination of Carrier's traffic, Carrier will reimburse Windstream in full for the charges or costs that Windstream is ordered to pay. In addition, regardless of the outcome of any such dispute over charges or costs imposed or levied on Windstream for the delivery or termination of Carrier's traffic, Carrier shall reimburse Windstream in full for the actual costs, including reasonable attorneys' fees, Windstream incurred in connection with disputing and/or defending against the charges or costs levied by the terminating carrier.
- 2.10 It is Carrier's responsibility to obtain a written telecommunications service traffic exchange arrangement with any terminating carrier to which it delivers telecommunications service traffic that transits Windstream's tandem office. When measurements show the volume of Carrier's traffic transiting a specific Windstream tandem to a particular terminating carrier exceeds the Centium Call Second busy hour equivalent of one (1) DS-1 and/or 500 Centium Cell Second per average busy hour for two out of three consecutive months (the "Threshold Level"), Carrier will (i) with respect to any terminating carrier with which it has an agreement, cease terminating traffic to the particular carrier through Windstream within sixty (60) days of exceeding the threshold and (ii) with respect to any terminating carrier with which it does not have an agreement when it exceeds the threshold, cease terminating traffic to the particular carrier through Windstream within one hundred thirty-five (135) days after exceeding the threshold. The above dates after which Carrier is to cease terminating traffic through Windstream may be extended by Carrier while it is current and remains current in compensating Windstream with respect to the transit service provided by Windstream, is in compliance with its obligations under section 1.3 above and has initiated and is prosecuting a proceeding before a regulatory commission or court with appropriate jurisdiction as necessary to enable Carrier to deliver traffic to the terminating carrier through a means other than through transiting Windstream.

1.5 Add enclosed Attachment 3 – Operating Companies 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.

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- 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.

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

**Windstream Florida, Inc.**

By: 


Printed: Michael D. Rhoda

Title: Senior Vice President – Government  
Affairs

**Verizon Wireless Personal Communications LP d/b/a  
Verizon Wireless**

**Verizon Wireless of the East LP d/b/a Verizon Wireless**  
**By: Verizon Wireless of Georgia LLC, Its General  
Partner**  
**By: Cellco Partnership, Its Sole member**

**Verizon Wireless Telecom Inc.**

By: 

Printed: Hans Leutenegger

Title: Area Vice President, Network

**ATTACHMENT 3 – OPERATING COMPANIES TO THIS AGREEMENT**

**Windstream**

Windstream Florida, Inc.

**Carrier**

Verizon Wireless Personal Communications LP d/b/a Verizon Wireless

Verizon Wireless of the East LP d/b/a Verizon Wireless

Verizon Wireless Telecom Inc.