

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

In the Matter of the Application of)	
Windstream Missouri, LLC for Approval)	
Of an Amendment to an Interconnection)	
Agreement With Onvoy, LLC)	File No. _____
)	

**APPLICATION OF WINDSTREAM MISSOURI, LLC
FOR APPROVAL OF AN AMENDMENT TO AN INTERCONNECTION AGREEMENT
WITH ONVOY, LLC**

COMES NOW Windstream Missouri, LLC (“Windstream” or “Applicant”), pursuant to Missouri Public Service Commission ("Commission") Rule 4 CSR 240-3.513(1), and hereby applies for approval by the Commission of the accompanying Amendment to an Interconnection Agreement (“Amendment”) voluntarily entered into by Applicant and Onvoy, LLC (“Onvoy”) pursuant to the Federal Telecommunications Act of 1996 (the "Act") under 47 U.S.C. § 252(e).

1. Windstream Missouri, LLC is a Delaware limited liability company duly authorized to conduct business in Missouri, as evidenced by the Certificate of Amendment filed on June 21, 2006 in Case No. IN-2006-0481, and incorporated herein by reference pursuant to Commission Rule 4 CSR 240-2.060(1)(G). Windstream’s principal office is located at 4001 Rodney Parham Road, Little Rock, Arkansas 72212. Windstream is a “local exchange telecommunications company” and a “public utility,” and is duly authorized to provide “telecommunications service” within the State of Missouri as each of those phrases is defined in Section 386.020, RSMo 2000.

2. Onvoy holds authority from the Commission to operate as a competitive local exchange carrier in Missouri and provides or will provide telecommunications services employing such authorization.

3. All correspondence, communications, and orders and decisions of the Commission issued in this matter should be sent to:

Carol Keith
VP – Law, Wholesale/Carrier
Windstream Missouri
4001 N. Rodney Parham
Little Rock, AR 72212
Telephone: (847) 201-1743
Facsimile: (330) 486-3561
E-mail: Carol.Keith@windstream.com

4. Applicant has no pending action or final unsatisfied judgments or decisions against it from any state or federal agency or court which involve customer service or rates, which action, judgment or decision has occurred within three (3) years of the date of the Application. No Missouri annual reports or assessment fees are overdue.

In support of this Application, Applicant states the following:

I. INTERCONNECTION AGREEMENT AMENDMENT

Windstream and Onvoy entered into an Interconnection Agreement which was approved by the Commission in Docket No.: IK-2019-0035. The parties recently entered into the attached Amendment to address Onvoy's additional porting needs. The parties signed the Amendment March 1, 2021, and hereby file the Amendment with all pages sequentially numbered, see Attachment 1. There are no outstanding issues between the parties to the Amendment that need the assistance of mediation or arbitration.

II. REQUEST FOR APPROVAL

Applicant seeks the Commission's approval of the Amendment, consistent with the provisions of the Act. Applicant believes that the implementation of this Amendment complies fully with Section 252(e) of the Act because the Amendment is consistent with the public interest, convenience and necessity, and does not discriminate against any telecommunications carrier. The Amendment promotes interconnectivity and diversity in providers and will increase customer choices for telecommunications services.

Windstream and Onvoy respectfully requests that the Commission grant approval of this Amendment, without change, suspension or other delay in its implementation. This is an Amendment, reached as a result of negotiation and compromise between the parties.

III. STANDARD FOR REVIEW

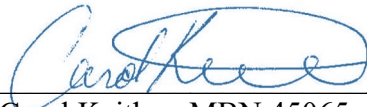
The statutory standards of review are set forth in Section 252(e) of the Act, which provides:

(e) APPROVAL BY STATE COMMISSION

- (1) APPROVAL REQUIRED.** – Any interconnection agreement adopted by negotiation or arbitration shall be submitted for approval to the State commission. A State commission to which an agreement is submitted shall approve or reject the agreement, with written findings as to any deficiencies.
- (2) GROUNDS FOR REJECTION.** – The State Commission may only reject –
 - (A)** an agreement (or any portion thereof) adopted by negotiation under subsection (a) if it finds that –
 - (i)** the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or
 - (ii)** the implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity;

WHEREFORE, Windstream respectfully requests the Commission to enter an Order approving the attached Amendment between Windstream and Onvoy.

Respectfully submitted,



Carol Keith MBN 45065
Deputy General Counsel
Windstream Missouri
4001 N. Rodney Parham
Little Rock, AR 72212
Telephone: (847) 201-1743
Facsimile: (330) 486-3561
E-mail: Carol.Keith@windstream.com

Attorney for Windstream Missouri, LLC

CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the foregoing document has been hand-delivered, transmitted by e-mail or mailed, First Class, postage prepaid, this 10th day of March, 2021 to:

Office of the Public Counsel
200 Madison Street
Jefferson City, MO 65101

Kevin Thompson, Chief Staff Counsel
Missouri Public Service Commission
200 Madison Street
Jefferson City, MO 65101

Onvoy, LLC
c/o Inteliquent
Attn: General Counsel
550 W. Adams, 9th Floor
Chicago, IL 60661


Carol Keith

VERIFICATION

STATE OF ARKANSAS)
) SS
COUNTY OF PULASKI)

I, S. Lynn Hughes – Director – Carrier Interconnect for Windstream Missouri, LLC,
hereby verify and affirm that I have read the foregoing Application, and that the statements
contained therein are true and correct to the best of my information and belief.

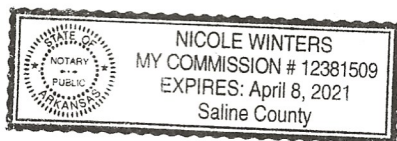
DocuSigned by:
S. Lynn Hughes
6793F944135143B...
S. Lynn Hughes

Subscribed and sworn to before me on this 10th day of March, 2021.

Nicole Winters
Notary Public

My Appointment Expires:

April 8, 2021



ATTACHMENT 1

AMENDMENT NO. 1
to the
INTERCONNECTION AGREEMENT
Between
WINDSTREAM MISSOURI, LLC
and
ONVOY, LLC - MO

This Amendment No. 1 ("First Amendment") is made this 18th day of February ("First Amendment Effective Date"), by and between Windstream Missouri, LLC ("Windstream") with its principal place of business at 4001 Rodney Parham Road, Little Rock, Arkansas 72212 and Onvoy, LLC ("Onvoy"), with its principal place of business at 550 W. Adams, Suite 900, Chicago, IL 60661. Windstream and Onvoy may be hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties"). This First Amendment covers services in the state of Missouri.

WITNESSETH:

WHEREAS, Onvoy and Windstream are Parties to an Interconnection Agreement executed as of August 3, 2018 and entered into pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Agreement"); and

WHEREAS, the Parties, pursuant to Section 252(a) of the Communications Act of 1934, as amended, (the "Act") and Section 18 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. **Attachment 12: Compensation, Section 3.2 is deleted and replaced in its entirety with the following Section 3.2:**

The Parties agree to reciprocally exchange Local Traffic between their networks. Each Party shall bill its end-users for such traffic and will be entitled to retain all revenues from such traffic without payment of further compensation to the other Party unless such Local Traffic is not exchanged via a conforming, functional direct network interconnection, pursuant to Section 2.1 of Attachment 4: Network Interconnection Architecture and instead is exchanged via an Indirect Interconnection, pursuant to Section 2.3 of Attachment 4. In the event Local Traffic is exchanged via an Indirect Interconnection, then Onvoy will compensate Windstream for 50,000 minutes per month of Local Traffic that Windstream originates that is terminated to Onvoy via all Indirect Interconnections in the State of Missouri in such month at the rate of \$0.0045 per minute. Windstream will not owe Onvoy any compensation for Local Traffic, when the traffic is routed via an Indirect Interconnection. For purposes of this section and simplicity, based on current traffic volumes Windstream shall bill and Onvoy shall pay Windstream for 50,000 minutes per month. Upon Windstream's written request, which shall not be made more than four (4) times during any twelve (12) month period, Onvoy shall submit to Windstream, within thirty (30) days, data which may be used by Windstream to adjust the volume of minutes billed to Onvoy by Windstream.

However, in no event will the volume of minutes to be billed by Windstream each month be adjusted below 50,000. Failure of Onvoy to submit the requested data within the timeframe above shall result in the volume of minutes billed to Onvoy by Windstream being increased ten (10%) percent by the second invoice following Windstream's request. Changes to the volume of minutes billed per this section shall not require an amendment to the Agreement

2. **Attachment 14: Number Portability, Section 2.2 is deleted and replaced in its entirety with the following Section 2.2:**

Prior to commencement of any service porting or LRN query service, the Parties must have an approved interconnection Agreement along with a conforming, functional network interconnection, pursuant to Attachment 4: Network Interconnection Architecture, between and among involved switches and exchanges.


3. **Miscellaneous Provisions:**

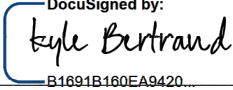
- 4.1 **Conflict between this First Amendment and the Agreement.** This First Amendment shall be deemed to revise the terms and provisions of the Agreement to the extent necessary to give effect to the terms and provisions of this First Amendment. In the event of a conflict between the terms and provisions of this First Amendment and the terms and provisions of the Agreement, this First Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this First Amendment but not in the Agreement, or in the Agreement but not in this First Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 4.
- 4.2 **Counterparts.** This First 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.
- 4.3 **Captions.** The Parties acknowledge that the captions in this First 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 First Amendment.
- 4.4 **Scope of Amendment.** This First Amendment shall amend, modify and revise the Agreement, only to the extent set forth expressly in Section 1, 2 and 3 of this First Amendment, and, except to the extent set forth in Section 1, 2 and 3 of this First Amendment, the terms and provisions of the Agreement shall remain in full force and effect after the Effective Date.

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

Windstream Missouri, LLC

Onvoy, LLC

By:  6793F944135143B...

By:  B1691B160EA9420...

Printed: S. Lynn Hughes

Printed: Kyle Bertrand

Title: Director – Carrier Interconnect

Title: Vice President Procurement Management

Date: 3/1/2021

Date: 3/1/2021