

JUN 5 2007

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

Missouri Public  
Service Commission

In the Matter of the Approval of the Amendment     )  
to Interconnection Agreement between Alltel     )  
Missouri, Inc. and Sprint Communications     )     Case No. \_\_\_\_\_  
Company, L.P., Pursuant to Section 252(e) of the     )  
Telecommunications Act of 1996.     )

**APPLICATION FOR APPROVAL OF  
AMENDMENT TO INTERCONNECTION AGREEMENT**

COMES NOW Windstream Missouri, Inc., f/k/a Alltel Missouri, Inc.<sup>1</sup> ("Windstream"), in accordance with Commission Rule 4 CSR 240-3.513(6)(C) and the Commission's July 20, 2005, *Order Approving Interconnection Agreement* entered in Case No. IK-2005-0173, and respectfully files the attached Amendment To Interconnection Agreement ("Amendment") and requests approval of the Amendment pursuant to the federal Telecommunications Act of 1996 (the "Act") under Section 252(e).

1. Windstream Missouri, Inc. is a Missouri corporation 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. All correspondence, pleadings, orders, decisions and communications regarding this proceeding should be sent to:

<sup>1</sup> Pursuant to the Commission's Order Approving Stipulation and Agreement issued April 25, 2006 in Case No. TM-2006-0272 and Order Recognizing Name Change issued July 12, 2006 in Case No. IN-2006-0481, the Commission recognized the name change of Alltel Missouri, Inc. to Windstream Missouri, Inc. and approved the resulting tariff sheets effective July 17, 2006.

Larry W. Dority  
Fischer & Dority, P.C.  
101 Madison, Suite 400  
Jefferson City, MO 65101  
[lwdority@sprintmail.com](mailto:lwdority@sprintmail.com)

3. Windstream 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.

4. As referenced above, the Interconnection Agreement between Alltel Missouri, Inc. (the previous name of Windstream) and Sprint Communications Company, L.P. was approved by the Commission in Case No. IK-2005-0173. Windstream and Sprint Communications Company, L.P. have agreed to amend the Agreement to, primarily, reflect the name change of Alltel Missouri, Inc. to Windstream Missouri, Inc. The one-page Amendment To Interconnection Agreement, dated April 26, 2007, is attached hereto as **Exhibit 1**.

5. This Amendment resulted from negotiations between Windstream and Sprint Communications Company, L.P., and there are no outstanding issues between the parties that need the assistance of mediation or arbitration. Windstream seeks the Commission's approval of the Amendment consistent with the provisions of the Act. Windstream believes that the approval and implementation of the Amendment complies fully with Section 252(e) of the Act because it is consistent with the public interest, convenience and necessity, and does not discriminate against any telecommunications carrier. Windstream respectfully requests that the Commission grant approval of this Amendment, without change, suspension or other delay in its implementation. This is a bilateral agreement, reached as a result of negotiation and compromise between Windstream and Sprint Communications Company, L.P.

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

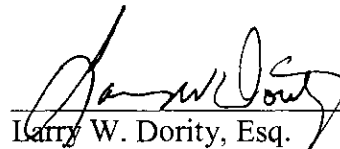
(e) APPROVAL BY STATE COMMISSION

- (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; . . . .

7. The negotiated and executed Amendment is consistent with Missouri Senate Bill 507, which became effective on August 28, 1996.

WHEREFORE, Windstream Missouri, Inc. respectfully requests the Commission to enter an Order approving the attached Amendment To Interconnection Agreement entered into with Sprint Communications Company, L.P.

Respectfully submitted,



Larry W. Dority, Esq. MBN 25617

FISCHER & DORITY, P.C.

101 Madison, Suite 400

Jefferson City, Missouri 65101

Telephone: (573) 636-6758

Facsimile: (573) 636-0383

E-mail: lwdority@sprintmail.com

Attorneys for Windstream Missouri, Inc.

VERIFICATION

STATE OF Arkansas )  
 ) SS  
COUNTY OF Pulaski )

I, William F. Kreutz, of lawful age, being first duly sworn upon my oath, state that I am the Vice President Regulatory Strategy and that I am authorized to make this verification on behalf of Windstream Missouri, Inc.; and that the facts set forth in the foregoing pleading are true to the best of my knowledge, information and belief.

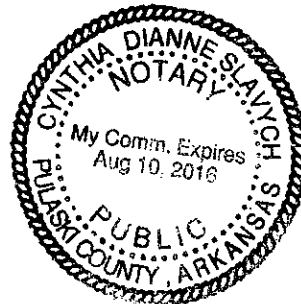
William F. Kreutz  
(Name)

Subscribed and sworn to before me this 29<sup>th</sup> day of May, 2007.

Cynthia Dianne Slaych  
Notary Public

My Commission expires:

August 10, 2016



CERTIFICATE OF SERVICE

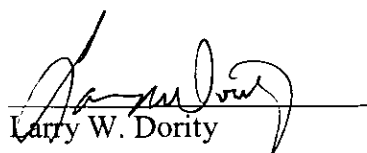
I do hereby certify that a true and correct copy of the foregoing document has been hand-delivered, transmitted by e-mail or mailed, First Class, postage prepaid, this 5<sup>th</sup> day of June, 2007 to:

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

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

SPRINT Communications Company, L.P.  
Legal and Regulatory  
Mailstop KSOPHT0101-Z2060  
6391 SPRINT Parkway  
Overland Park, KS 66251

SPRINT Communications Company, L.P.  
Wholesale & Interconnection Management  
6450 SPRINT Parkway  
Overland Park, KS 66251

  
Larry W. Dority

## AMENDMENT TO INTERCONNECTION AGREEMENT

**THIS AMENDMENT TO INTERCONNECTION AGREEMENT** (the "Amendment") is made, entered into, and effective this 26<sup>th</sup> day of April, 2007, by and between Sprint Communications Company L.P., a Delaware limited partnership, and Windstream Missouri, Inc., f/k/a Alltel Missouri, Inc. (Windstream), a Missouri corporation (collectively, the "Parties").

### RECITALS:

**WHEREAS**, the Parties desire to amend their existing interconnection agreement that was approved by the Public Service Commission of the State of Missouri (the "Commission") on January 20, 2005 (the "Agreement");

**NOW, THEREFORE**, in consideration of the provisions set forth below, it is agreed between the Parties that the Agreement shall be amended as follows.

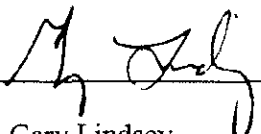
### AMENDMENTS TO AGREEMENT:

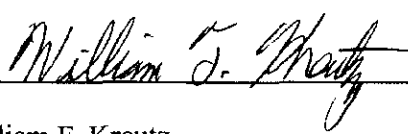
1. All references to "Alltel Missouri, Inc." throughout the agreement are changed to "Windstream Missouri, Inc." All references to "Alltel" throughout the agreement are changed to "Windstream."
2. Section 2.1 of Attachment 9: Directories is revised to state "Windstream will include in appropriate White Pages directories the primary alphabetical listings of the Sprint customers Sprint chooses to have included that are located in the local directory scope".
3. Section 3.1 of Attachment 9: Directories is revised to state "Windstream will include in appropriate White Pages directories the primary alphabetical listings of the Sprint customers Sprint chooses to have included that are located in the local directory scope".

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed as of the effective date.

**Sprint Communications Company L.P.**

**Windstream Missouri, Inc.**

  
By: Gary Lindsey

  
By: William F. Kreutz

Its: Director, Network Access

Its: Vice President - Regulatory Strategy

Date: 4/16/07

Date: 4/26/07