



Control Number: 33727



Item Number: 1

Addendum StartPage: 0

Texas Windstream, Inc. and Windstream Sugar Land, Inc. (collectively "Windstream")
_____, 2007

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INTERCONNECTION

DOCKET NO. 33727

RECEIVED
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PUBLIC UTILITY CLERK

**JOINT APPLICATION OF TEXAS WINDSTREAM, INC. AND WINDSTREAM
SUGAR LAND, INC. (COLLECTIVELY "WINDSTREAM"), AND PAC-WEST
TELECOMM, INC. FOR APPROVAL OF AN ADOPTION LETTER UNDER PURA
AND THE TELECOMMUNICATIONS ACT OF 1996**

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_____, 2007

Commission Filing Clerk
Public Utility Commission of Texas
1701 N. Congress Avenue
Austin, Texas 78701

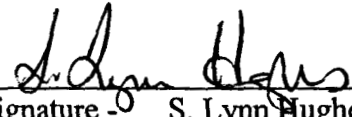
Re: Joint Application of Texas Windstream, Inc. and Windstream Sugar Land, Inc. (collectively "Windstream"), and Pac-West Telecomm, Inc. for Approval of an Adoption Letter under PURA and the Telecommunications Act of 1996

Dear Commission Filing Clerk:

Texas Windstream, Inc. and Windstream Sugar Land, Inc. (collectively "Windstream") and Pac-West Telecomm, Inc. ("Pac-West") (collectively, "Applicants") submit this Joint Application ("Application") for approval of an Adoption Letter ("Agreement") under the Public Utility Regulatory Act ("PURA") and Telecommunications Act of 1996 ("the Act") and respectfully demonstrate as follows:

1. Agreement - Applicants present this Application for approval of the Agreement pursuant to the terms of Section 252 of the Act, PURA, and applicable PUC Procedural Rules. Applicants negotiated the Agreement which is consistent with the public interest, convenience, and necessity, including all relevant requirements of law.
2. Request for Approval - Applicants jointly seek the Commission's final approval of this Agreement, pursuant to applicable Commission Procedural Rules. The Application complies with said rules and Section 252(e) of the Act because the Agreement is pro-competitive and does not discriminate against any telecommunications carrier that is not a party thereto and is consistent with the public interest, convenience, and necessity and other requirements of state law. There are no outstanding issues between Applicants requiring mediation or arbitration.
3. Standard for Review - The statutory standards of review are set forth in Section 252(e) of the Act and applicable Procedural Rules. The respective Affidavits filed as Attachments II and III establish that the Agreement submitted herein satisfies these standards.
4. COA/SPCOA Information - Pac-West warrants that, to the extent required, it has sought and obtained approval of a COA or SPCOA and is duly authorized to serve the geographic area of _____ in the state of Texas.
5. Requested Procedure - Given the relatively narrow scope of the approval process contemplated by Section 252(e) and applicable Commission Procedural Rules, Applicants request that the Commission adopt in this instance the procedure of (1) publishing notice and (2) soliciting on an expedited basis written comments (as necessary) on the relevant issues as they relate to this Amendment.
6. Relief Requested - Applicants request that the Commission provide the following relief:
 - a. issue notice in the *Texas Register* requesting written comments, if any, on an expedited basis, and;
 - b. grant final approval of the Agreement as early as possible by Commission order.

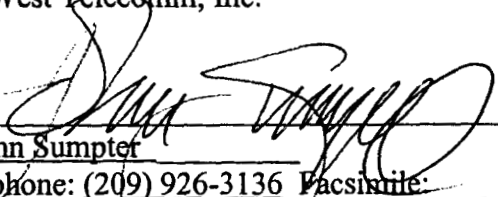
7. Conclusion - For the reasons set forth above, Applicants respectfully request that the Commission grant the relief requested and such other relief to which Applicants may be entitled.


Signature - S. Lynn Hughes
Director - Wireline Interconnection

Texas Windstream, Inc. and Windstream Sugar Land, Inc. (collectively "Windstream")
4001 Rodney Parham Road
Mailstop: 1170 B3F03-84A
Little Rock, AR 72212
Telephone: 501.748.5367
Facsimile: 501.748.6245
Email: s.lynn.hughes@windstream.com

Signature - Name: _____
Title: _____

Pac-West Telecomm, Inc.


John Sumpter
Telephone: (209) 926-3136 Facsimile: _____
Email: jsumpter@pacwest.com

ATTACHMENT I

Traci Brunner
Manager – Negotiations

Windstream Communications
4001 Rodney Parham Road
Mailstop: 1170 B3F03-84A
Little Rock, AR 72212
t: 501.748.6555
f: 501.748-6583
traci.brunner@windstream.com

--Via E-Mail --

December 15, 2006

John Sumpter
Pac-West Telecomm, Inc.
1776 W. March Lane, Suite 250
Stockton, CA 95207

RE: Agreement of adoption of an approved interconnection agreement pursuant to 47 U.S.C. 252(i).

Dear Mr. Sumpter,

Texas Windstream, Inc. and Windstream Sugar Land, Inc. (collectively "Windstream") has received your notice stating that, under Section 252 (i) of the Telecommunications Act of 1996 (the "Act"), Pac-West Telecomm, Inc. ("Pac-West") wishes to adopt the terms of the Interconnection Agreement between Texas Windstream, Inc. (f/k/a Texas Alltel, Inc.) and Windstream Sugar Land, Inc. (f/k/a Sugar Land Telephone Company) and Sprint Communications Company, L.P. ("Sprint") that was approved by the Texas Public Utility Commission as an effective Agreement in the state of Texas (the "Terms"). This letter shall confirm that you have a copy of the Terms. Please note the following with respect to your adoption of the Terms.

By your countersignature on this letter, you hereby represent and commit to the following:

1. Pac-West adopts the Terms of the Sprint agreement for Interconnection with Windstream and in applying the Terms, agrees that Pac-West shall be substituted in place of Sprint in the Terms wherever appropriate.
2. Pac-West requests that notice to Pac-West as may be required under the Terms shall be provided as follows:

To: Pac-West Telecomm, Inc.
Director of Interconnection
1776 W. March Lane, Suite 250
Stockton, CA 95207

Windstream requests that notice to Windstream as may be required under the Terms shall be provided as follows:

To: Windstream Communications
Attn: Staff Manager - Wholesale Services
4001 Rodney Parham Road
Mailstop: 1170 B3F03-84A
Little Rock, Arkansas 72212

3. Pac-West represents and warrants that it is licensed to provide telecommunications service in the state of Texas, and that its adoption of the Terms will be applicable to services in the state of Texas only.
4. Pac-West's adoption of the Sprint Terms shall become effective upon approval of this Agreement by the Texas Public Utility Commission and shall terminate simultaneous with the termination of the Sprint Agreement.
5. As the Terms are being adopted by you pursuant to Section 252(i) of the Act, Windstream does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by Windstream of the Terms does not in any way constitute a waiver by Windstream of any position as to the Terms or a portion thereof, nor does it constitute a waiver by Windstream of all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in these Terms as a result of Pac-West's 252(i) election.
7. The Terms shall be subject to any and all applicable laws, rules, or regulations or changes therein that subsequently may be prescribed by any federal, state or local governmental authority. To the extent required by any such subsequently prescribed law, rule, or regulation, the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, or regulation. If within sixty (60) days of the effective date of such change, the Parties are unable to agree in writing upon mutually acceptable revisions to this agreement, either Party may pursue any remedies available to it at law, in equity or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction.
7. Pac-West agrees that Pac-West's adoption of the Sprint Agreement shall supercede and replace in full any and all prior agreements, written, and oral, between Pac-West and Windstream.
8. Windstream reserves the right to request, at its discretion, a security deposit equal to three months estimated billing and deny Pac-West's adoption and/or application of the Terms, in whole or in part, at any time:
 - (A) when the costs of providing the Terms to Pac-West are greater than the costs of providing it to Sprint;
 - (B) if the provision of the Terms to Pac-West is not technically feasible; and/or to the extent Pac-West already has an existing Interconnection Agreement (or existing 252(i) adoption) with Windstream and the Terms were approved before the date of approval of the existing Interconnection Agreement (or the effective date of the existing 252(i) adoption);
9. Should Pac-West attempt to apply the Terms in a manner that conflicts with the provisions set forth herein, Windstream reserves its rights to seek appropriate legal and/or equitable relief.
10. The Parties acknowledge that Windstream is entitled to assert that it is a less than 2% carrier (as defined in 47 U.S.C. 153 and as provided by 47 U.S.C. 251(f)). By entering into this Agreement, Windstream is not waiving its right to maintain at any point during the term of this Agreement that it is a less than 2% carrier entitling it to exemption or suspension or modification under 47 U.S.C. 251(f).

Please indicate your agreement to the provisions of this letter by signing this letter on the space provided below and return it to the undersigned.

Sincerely,

Texas Windstream, Inc. and Windstream Sugar Land, Inc.
(collectively "Windstream")

William F. Kreutz
(Signature)

William F. Kreutz
(Print Name)

Vice President - Regulatory Strategies
(Print Title)

12-20-06
(Date)

Reviewed and countersigned:

Pac-West Telecomm, Inc. ("Pac-West")

John Sumpter
(Signature)

John Sumpter
(Print Name)

V.P. Regulatory
(Print Title)

12-19-06
(Date)

ATTACHMENT II

STATE OF ARKANSAS)
COUNTY OF PULASKI)

AFFIDAVIT OF S. LYNN HUGHES

BEFORE ME, the undersigned authority, on this 20th day of December, 2006 personally appeared S. Lynn Hughes who, upon being by me duly sworn on oath, deposed and said the following:

1. "My name is S. Lynn Hughes. I am over the age of 21, of sound mind and competent to attest to the matters stated herein. I am responsible for the negotiation of agreements on behalf of Texas Windstream, Inc. and Windstream Sugar Land, Inc. (collectively "Windstream") and have personal knowledge of the Agreement between Windstream and Pac-West Telecomm, Inc. ("Pac-West")
2. Applicants' diligent negotiations have culminated in this Agreement. I believe that this Agreement between Windstream and Pac-West is in the public interest and comports with the relevant requirements of state law. Further, the Agreement is pro-competitive in that it implements the terms of the underlying agreement between the parties in a manner that is consistent with Section 251(b)(5) of the Act.
3. Further, consistent with the policy provision of PURA, I believe that this Agreement fosters, encourages and accelerates the continuing development and emergence of a competitive telecommunications environment and infrastructure and to that end, not only advances, but also protects, the public interest.
4. I am not aware of any provision in the Agreement that discriminates against any telecommunications carrier that is not a party thereto. The terms of the Agreement are available to any similarly situated negotiating local service provider.
5. I am not aware of any outstanding issues between the parties that need the assistance of mediation or arbitration at this time."

Further, Affiant sayeth not.

S. Lynn Hughes
S. Lynn Hughes

SWORN TO AND SUBSCRIBED BEFORE ME, the undersigned authority on this 20th day of January, 2006.

Cynthia Dianne Slaych
Notary Public
State of Arkansas

My Commission Expires: 8-10-2016



ATTACHMENT III

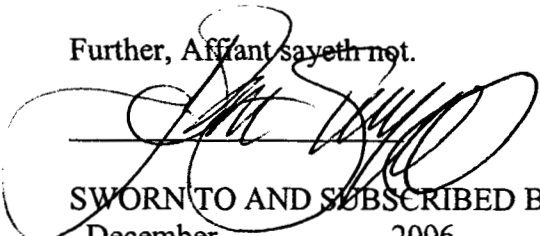
STATE OF California
COUNTY OF San Joaquin

AFFIDAVIT OF CLEC REPRESENTATIVE

BEFORE ME, the undersigned authority, on this 19th day of December, 2006 personally appeared John Sumpter who, upon being by me duly sworn on oath, deposed and said the following:

6. "My name is John Sumpter. I am over the age of 21, of sound mind and competent to attest to the matters stated herein. I am Vice President -Regulatory for Pac-West.
7. Applicants' diligent negotiations have culminated in this Agreement. I believe that this Agreement between Windstream and Pac-West is in the public interest and comports with the relevant requirements of state law. Further, the Agreement is pro-competitive in that it implements the terms of the underlying agreement between the parties in a manner that is consistent with Section 251(b)(5) of the Act.
8. Further, consistent with the policy provision of PURA, I believe that this Amendment fosters, encourages and accelerates the continuing development and emergence of a competitive telecommunications environment and infrastructure and to that end, not only advances, but also protects, the public interest.
9. I am not aware of any provision in the Agreement that discriminates against any telecommunications carrier that is not a party thereto. The terms of the Agreement are available to any similarly situated negotiating local service provider.
10. I am not aware of any outstanding issues between the parties that need the assistance of mediation or arbitration at this time."

Further, Affiant sayeth not.


SWORN TO AND SUBSCRIBED BEFORE ME, the undersigned authority on this 19th day of December, 2006.

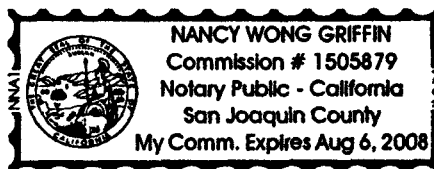
(SEE ATTACHED)
Notary Public
State of _____

My Commission Expires: 8/6/2008

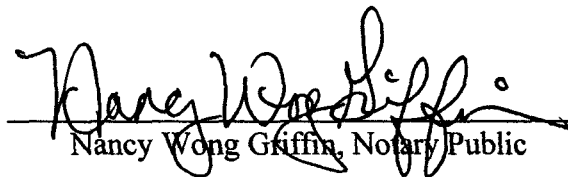
State of California)
) ss.
County of San Joaquin)

Subscribed and sworn to (or affirmed) before me, Nancy Wong Griffin,
Notary Public, on this 19th day of December, 2006
by John Sumpter,
personally known to me or proved to me on the basis of satisfactory evidence to be the person(s)
who appeared before me.

WITNESS my hand and official seal.



My Commission Expires: August 6, 2008


Nancy Wong Griffin, Notary Public

-----**OPTIONAL**-----

*Though the information below is not required by law, it may prove valuable to persons relying on the document
and could prevent fraudulent removal and reattachment of this form to another document.*

Further Description of Any Attached Document

Title or Type of Document: Affidavit of CLEC Representative

Document Date: 12/19/2006 Number of Pages: 1

Signer(s) Other Than Named Above: None

Right Thumbprint
of Signer #1

Right Thumbprint
of Signer #2