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January 29, 2007

**HAND DELIVERED**

Ms. Beth O'Donnell  
Executive Director  
Public Service Commission of Kentucky  
211 Sower Boulevard  
P.O. Box 615  
Frankfort, Kentucky 40602-0615

RECEIVED

JAN 29 2007

PUBLIC SERVICE  
COMMISSION

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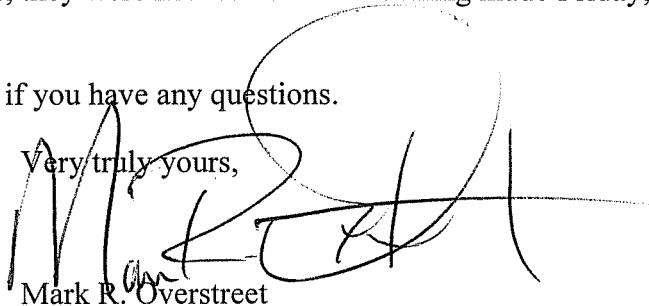
*P.S.C. Case No. 2007-0004*

Dear Beth:

Please find enclosed and accept for filing the original and ten copies of the Response by Windstream Communications, Inc. to the pending motions to intervene in this proceeding. Because of the oversight of the undersigned, they were not included in the filing made Friday, January 26, 2007 on behalf of Windstream.

Please do not hesitate to contact me if you have any questions.

Very truly yours,



Mark R. Overstreet

cc: Dennis G. Howard, II  
John E. Selent  
Holly C. Wallace  
Edward T. Depp  
John N. Hughes  
Douglas F. Brent

KE242:00KE4:15223:1:FRANKFORT

In the Matter of:

Brandenburg Telephone Company; Duo County Telephone Cooperative Corporation, Inc.; Highland Telephone Cooperative, Inc., Mountain Rural Telephone Cooperative Corporation, Inc.; North Central Telephone Cooperative Corporation; South Central Rural Telephone Cooperative Corporation, Inc. And West Kentucky Rural Telephone Cooperative Corporation, Inc.

Complainants

Case No. 2007-00004

v.

Windstream Kentucky East, Inc.; and Windstream Kentucky West, Inc.

Defendants

Response to Motions for Leave to Intervene

Windstream Kentucky East, Inc. ("Windstream East") submits as follows in response to the motions by various parties to intervene in this proceeding:

1. On January 18, 2007, Sprint Communications Company L.P., Sprint Spectrum, L.P., SprintCom, Inc. d/b/a Sprint PCS, Nextel West Corp., Inc., and NPCR, Inc., d/b/a Nextel Partners (collectively, "Sprint") filed a petition for leave to intervene in this proceeding. In its petition, Sprint states that it delivers telecommunications traffic to Windstream East's tandem switches from which points Windstream East terminates Sprint's traffic to third-party providers.

2. On January 18, 2007, Xspedius Management Co. Switched Services, LLC d/b/a Xspedius Communications ("Xspedius") filed a motion for full intervention in this proceeding, and on January 19, 2007, NuVox Communications, Inc. ("NuVox") filed a similar motion for intervention. NuVox and Xspedius state that they interconnect with Windstream East and maintain agreements with Windstream East providing for transit service.

3. Windstream East agrees that each of these intervening parties delivers local transit traffic to Windstream East's tandem switches and that Windstream East provides local transit traffic services to them. Windstream East further states that the intervening parties, unlike the Rural ILECs, compensate Windstream East for providing this tandem transit service to them pursuant to their individual agreements.

4. Sprint Communications and Sprint Spectrum agreements with Windstream East set forth a local transit tandem rate of \$0.0030 which is the same as that set forth in Windstream East's tariff revision. Windstream East's agreements with Nextel West Corporation and NPCR include a local transit tandem rate of \$.0014. The initial term of each of these agreements, except the agreement with Sprint Spectrum, has expired, and the parties continue to operate under the provisions of each agreement.

5. Nuvox compensates Windstream East at a rate of \$0.000968 pursuant to its agreement with Windstream East, which is an adopted agreement reflective of its predecessor's costs. The initial term of the agreement has expired, and the parties continue to operate under the provisions of the agreement.

6. Xspedius compensates Windstream East at a rate of \$0.002 pursuant to its agreement with Windstream East, which is an adopted agreement reflective of its

predecessor's costs. The initial term of the agreement has expired, and the parties continue to operate under the provisions of the agreement.

7. Windstream East believes that these parties' participation in this proceeding may be helpful as they are tangible evidence of Windstream East's position that providers should negotiate these terms, conditions, and rates and compensate Windstream East for providing the local tandem transit service. Windstream East, therefore, does not oppose their motions to intervene on that basis.

8. Windstream East disagrees with the broad assertions that Windstream East's local tandem transit tariff adversely impacts the intervenors. The intervenors properly have negotiated or adopted agreements with Windstream East or its predecessor providing for the provision and compensation of local tandem transit service. Additionally, to Windstream East's knowledge, none of them route transit traffic to Windstream East's end offices. Thus, Windstream East's transit tariff revision has no application to these parties.<sup>1</sup>

9. In their petitions, Nuvox and Xspedius express concerns that Windstream East's tariff may establish a price floor for future negotiations. These concerns are misplaced and, at a minimum, premature and not ripe for adjudication. The tandem transit tariff provisions on their face do not apply to Nuvox or Xspedius which both have agreements with Windstream East providing for provision and compensation of tandem

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<sup>1</sup> Section S11.1.2 of the tariff provides, "Pursuant to this tariff, charges for Transit Traffic Service in **this tariff shall apply only to those Telecommunications Service Providers that do not have an interconnection agreement** with Company providing for payment for Transit Traffic Service for any particular type of Transit Traffic... **Charges for Transit Traffic Service in this tariff shall not be applied to any carrier who has an expired interconnection agreement providing for payment for Transit Traffic Service if the carrier is engaged in ongoing negotiation or arbitration for a new interconnection and the former agreement provides for continuing application during that period.**" (Emphasis supplied.)

transit service. The agreements under which Nuvox and Xspedius operate today are old agreements inherited from Windstream East's predecessor. Consequently, the tandem transit rates in those agreements today are not reflective of either Windstream East's costs or current market considerations. Therefore, at some future time, if Nuvox or Xspedius engages in negotiations with Windstream East for new agreements, then the issue of proper rates may be taken up at that time. Without regard to whether or not Windstream East has a tandem transit tariff, any subsequent negotiations necessarily would include discussion of new rates reflective of Windstream East's costs (instead of those of its predecessor) and other commercial considerations. To the extent that the parties were unable to agree on rates at that time, then they could seek all remedies available to them. However, to decide such issues at this time is premature, unnecessary, and inappropriate.

10. As noted previously, Windstream East does not oppose the motions to intervene by Sprint, Nuvox, and Xspedius and believes their participation in this proceeding may be helpful to establish that Windstream East should be compensated by the Rural ILECs for providing local tandem transit service. However, Windstream East requests that the Commission not allow the intervenors to make this proceeding more than just adjudication of the issues before it and not an arbitration of some future hypothetical scenarios or theoretical debates.

WHEREFORE, Windstream East requests that the Commission grant its Response and all other necessary and equitable relief to which Windstream East may be entitled.

  
**Windstream Kentucky West, Inc.**

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CERTIFICATE OF SERVICE

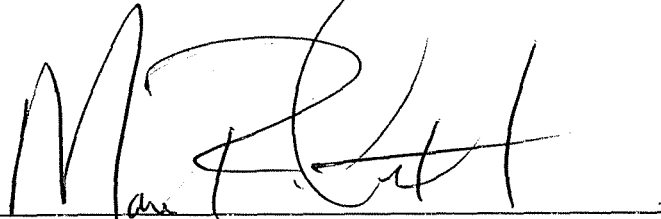
I hereby certify that a copy of the foregoing was served by United States First Class Mail, postage prepaid on this 29<sup>th</sup> day of January, 2007 upon:

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Frankfort, Kentucky 40601

A handwritten signature in black ink, appearing to read "Mark R. Overstreet", is written over a horizontal line.

Mark R. Overstreet