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April 22, 2008

HAND DELIVERED

Ms. Stephanie L. Stumbo
Executive Director
Public Service Commission
P.O. Box 615
Frankfort, KY 40602-0615

Mark R. Overstreet
(502) 209-1219
(502) 223-4387 FAX
movers tree @ stites.com

RE: P.S.C. Case No. 2008-00144 – Windstream Communications (Interconnection Agreement)

Dear Ms. Stumbo:

On April 8, 2008, Windstream Communications, Inc. ("Windstream") filed a Notice of Adoption of the currently effective interconnection agreement between Duo County Telephone Cooperative, Inc. ("Duo County") and Sprint Communications Company, L.P. ("Sprint") ("ICA"). As Windstream noted in its filing, its intention is to adopt the referenced ICA in its entirety. Further, this request for interconnection was driven by a complaint filed by a Duo County customer with the Kentucky Public Service Commission ("Commission"). In the complaint, the Duo County customer requested service from Windstream, and the Commission referred the complaint to Windstream (see the attached report of complaint from the PSC Consumer Inquiry System).

On April 16, 2008, Duo County filed a letter with the Commission opposing Windstream's adoption of the ICA. In support of its opposition to the requested adoption, Duo County alleges that the ICA has less than three months remaining and that Windstream is seeking to alter the terms of the ICA. Duo County concludes, therefore, that Windstream's requested adoption is in violation of FCC rules. As more fully described below, both allegations are factually incorrect.

First, Duo County noted that there is less than three (3) months remaining in the term of the ICA and that the ICA "is not available for adoption." While the ICA may have less than three months left in its initial term, it also has a standard "roll-over" provision. It is Windstream's understanding that the agreement has "rolled-over", that Duo County has not issued notice of its intent to terminate the ICA and that the ICA will remain in effect for an additional nine months. Specifically, section 3.1 of the ICA provides for an automatic renewal of 6 months from the end of the initial term unless either party has submitted a termination notice to the other party. Based on information provided to Windstream by Sprint, no such notice has been provided and the time

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for doing so has lapsed. In addition, Section 3.2 of the ICA allows for termination only on the expiration of the initial term or a subsequent renewal term. Accordingly, the ICA cannot be terminated at any other time. This provision plus the absence of a termination notice ensures that the ICA will remain effective for at least 6 months beyond its initial term. This means that there are approximately 9 months remaining on the ICA rather than the three months advanced by Duo County. Therefore, Windstream's request is within the reasonable time period required by 47 C.F.R. 51.809(c).

Second, Duo alleges that "Windstream is not seeking only to adopt the interconnection agreement ...it is also seeking to vary the terms and conditions of that agreement." Duo County's assertion does not reflect an accurate reading of Windstream's notice. Windstream is not seeking to extend the ICA; to the contrary, as stated in the April 8 notice, Windstream is seeking to adopt the ICA in its entirety. The effective date reference in Windstream's notice was intended to reflect when Windstream would be permitted to provide service under the terms of the ICA rather than a proposed extension of the term of the ICA. As noted above, the ICA has approximately 9 months remaining on its term, and Windstream is not seeking a term beyond that provided in the ICA. Accordingly, Windstream's request satisfies the requirements of 47 C.F.R. 809(a).

Windstream is attempting to provide service to a customer that is not satisfied with service from its current provider, in this case Duo County. Since Windstream is not seeking to alter the terms and conditions of the ICA and is adopting the ICA "in its entirety" as required by FCC rules, Windstream did not believe it was necessary to contact Duo County and believed it was following established Commission procedure in filing for adoption of the ICA.

The Commission should deny Duo County's opposition and allow Windstream to adopt the ICA in its entirety in order to foster competition and allow Windstream to provide services to a customer who is requesting Windstream's services.

Very truly yours,



Mark R. Overstreet

cc: Amy E. Dougherty
John E. Selent

PSC Consumer Inquiry System

3/25/08

Complaint: 2008-00769	Entry Date: 3/25/08	Closed Date:	Contact Type: Hotline
Name: Bunch, Tonya	Utility: Windstream Kentucky East, LLC		
Address: 1314 Mt. Pelier Rd Columbia, KY 42728	Utility Nbr: 5022700	Location: Residence	
County: Adair	Utility Type: Local		
Home:	Work:	Reason: Refusal to provide service (Boundry Line) (none) (none)	
Fax:	CBR Nbr: (270) 384-0675	Complaint referred by:	
Cell:	Email:		
Contacted Utility? <input checked="" type="checkbox"/>	Spoke with: customer service		
	Cust Relations: None		
Utility Contact: Teresa Haggard	Contact's (859) 357-6102		
Preliminary Description: wants Windstream service	Other Contacts:		
Processor: SUSANL.DUNN			
See File <input type="checkbox"/>	Case Related <input type="checkbox"/>	Staff Referral <input type="checkbox"/>	Confidential <input type="checkbox"/>
Info Only <input type="checkbox"/>	Formal Forms <input type="checkbox"/>	Ref to Util <input checked="" type="checkbox"/>	Customer Satisfied Yes <input type="radio"/> No <input type="radio"/>

PSC Narratives:

Investigator: SUSANL.DUNN

Date: 3/25/08 3:58:33 PM

Ms. Bunch is upset due to the fact that she placed a move order and was told that she could maintain Windstream service at her new residence. She claims that when the installer came out to install the service at her new location, he told her that he needed to "get more wire" and would return. He didn't return. Another installer came out later and told her that she was not in Windstream territory and that she would have to call Duo Cty telephone. She does not understand why the customer service rep did not tell her that she wasn't a Windstream customer and doesn't really believe the second installer. Please contact this customer to resolve this complaint. Thank you.
