



Windstream Communications
4001 North Rodney Parham Road
1170-B3F04-41
Little Rock, AR 72212

W. Lee Elliott
Staff Manager - Negotiations
w.lee.elliott@windstream.com
ofc. 501-748-5686
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RECEIVED

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**PUBLIC SERVICE
COMMISSION**

January 21, 2008

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

RE: Adoption of an Approved Interconnection agreement by Momentum Telecom, Inc.

Dear Ms. O'Donnell:

Please find enclosed an original and two copies of the Adoption Letter between Momentum Telecom, Inc. and Windstream Kentucky East. Momentum Telecom is adopting the approved Interconnection Agreement between Windstream Kentucky East, Inc. and ALEC, Inc. (PSC Reference No. 00807).

Also enclosed is an electronic version of the underlying agreement and letter in CD format.

Please return a date stamped copy of this cover letter in the enclosed envelope at your convenience. Please call me at 501-748-5686 if you have any questions regarding this filing.

Sincerely,

A handwritten signature in dark ink, appearing to read "W. Lee Elliott", written over a horizontal line.

W. Lee Elliott

Attachments

Windstream Communications
4001 Rodney Parham Road
1170 B3F03-84A
Little Rock, AR 72212

Lee Elliott
Staff Manager – External Affairs

501-748-5686
501-748-6583 fax
w.lee.elliott@windstream.com

December 17, 2007

Teri Hennington
Momentum Telecom, Inc.
2700 Corporate Drive, Suite 200
Birmingham, AL 35242

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

Dear Ms. Hennington,

Windstream Kentucky East, LLC (“Windstream”) has received your notice stating that, under Section 252 (i) of the Telecommunications Act of 1996 (the “Act”), Momentum Telecom, Inc. (“Momentum”) wishes to adopt the terms of the Interconnection Agreement between Windstream Kentucky East, LLC and ALEC, Inc. (“ALEC”) that was approved by the Kentucky Public Service Commission as an effective Agreement in the state of Kentucky (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. Momentum adopts the Terms of the ALEC agreement for Interconnection with Windstream and in applying the Terms, agrees that Momentum shall be substituted in place of ALEC in the Terms wherever appropriate.
2. Momentum requests that notice to Momentum as may be required under the Terms shall be provided as follows:

To: Teri Hennington
Momentum Telecom, Inc.
2700 Corporate Drive, Suite 200
Birmingham, AL 35242

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

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

3. **Momentum represents and warrants that it is licensed to provide telecommunications service in Windstream East's serving area the state of Kentucky, and that its adoption of the Terms will be applicable to services in Windstream East's serving area in the state of Kentucky only.**
4. Momentum's adoption of the ALEC Terms shall become effective upon approval of this Agreement by the Kentucky Public Service Commission and shall terminate simultaneous with the termination of the ALEC 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 Momentum's 252(i) election. The Parties agree that all traffic, other than Local Traffic, that is terminated on the public switched network, regardless of the technology used to originate such traffic, including but not limited to Voice Over Internet Protocol (VoIP), will be assessed terminating charges at the appropriate jurisdictional rates, per the appropriate tariff or agreement governing such traffic. The Parties agree that until the FCC enters a final, binding, and non-appealable order ("Final Order") determining the appropriate compensation mechanism for VoIP traffic, the Parties shall exchange traffic and compensate each other in accordance with this Section. At such time as the Final Order becomes applicable, the Parties agree to amend this Agreement to conform with the findings of the Final Order.
6. 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. Momentum agrees that Momentum's adoption of the ALEC Agreement shall supercede and replace in full any and all prior agreements, written, and oral, between Momentum and Windstream.
8. Windstream reserves the right to request, at its discretion, a security deposit equal to three months estimated billing.
9. Windstream reserves the right to deny Momentum'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 Momentum are greater than the costs of providing it to ALEC;

- (B) if the provision of the Terms to Momentum is not technically feasible; and/or to the extent Momentum 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);
10. Should Momentum 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.
11. 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,

Windstream Kentucky East, Inc.


(Signature)

Mike Rhoda
(Print Name)

Senior Vice President – Regulatory and Wholesale
(Print Title)

1/11/08
(Date)

Reviewed and countersigned:

Momentum Telecom, Inc.


Charles E. Richardson III
Vice President and General Counsel
12/17/07