



2005-00296

William W. Magruder
Chief Executive Officer

August 9, 2005

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AUG 10 2005

PUBLIC SERVICE
COMMISSION

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

RE: PSC Case No. 5-2-96 - Adoption of Interconnection Agreement
Between Duo County Telephone Cooperative Corp., Inc. and
NPCR, Inc. (Nextel Partners)

Dear Ms. O'Donnell:

Enclosed for filing are the original and ten (10) copies of three revised pages of our interconnection agreement correcting the name for the Nextel Partners entity. There are no revisions to the agreement other than this name correction.

I would appreciate your substituting these corrected pages in our filed executed agreement. Your consideration of this corrected agreement would be greatly appreciated.

Sincerely,

William W. Magruder
Chief Executive Officer

WWM:spe
Enclosures

Cc: Phillip Schenkenberg
Counsel for Nextel Partners

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PUBLIC SERVICE
COMMISSION

INTERCONNECTION AGREEMENT

BY AND BETWEEN

DUO COUNTY TELEPHONE COOPERATIVE CORP., INC.

AND

NPCR, INC. ("NEXTEL PARTNERS")

AGREEMENT

This Agreement, which shall become effective upon approval by the Public Service Commission of Kentucky ("Effective Date"), is entered into by and between NPCR, Inc. ("Nextel Partners"), a corporation on behalf of itself, and Duo County Telephone Cooperative Corp., Inc. ("Duo County"), a Kentucky corporation, having an office at 2150 North Main Street, P. O. Box 80, Jamestown, Kentucky, 42629, on behalf of itself and its successors and assigns.

WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, Section 252(i) of the Act requires Duo County to make available any interconnection service, or network element provided under an agreement provided by the appropriate state regulatory body to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement in its entirety; and

WHEREAS, Nextel Partners has requested that Duo County make available the interconnection agreement in its entirety executed between Duo County and ACC of Kentucky LLC, dated December 20, 2001.

NOW, THEREFORE, in consideration of the promises and mutual covenants of this Agreement, Nextel Partners and Duo County hereby agree as follows:

1. Nextel Partners and Duo County shall adopt in its entirety the ACC of Kentucky LLC Interconnection Agreement dated December 20, 2001. Nextel Partners and Duo County have executed revised Appendix "A" and Appendix "C" to designate company-specific interconnection location and exchange data. The ACC of Kentucky LLC Interconnection Agreement is attached hereto as Exhibit 1 and incorporated herein by this reference. The revised Appendix "A" and Appendix "C" are attached and incorporated as Exhibit 2. The adoption of this agreement consists of the following:

<u>Item</u>	<u>Number of Pages</u>
Title Page	1
Adoption Papers	4
Nextel Partners Revised Appendix "A" and Appendix "C"	2
ACC of Kentucky LLC Agreement	<u>25</u>
TOTAL	32

2. The term of this Agreement shall be from the Effective Date as set forth above and shall expire as set forth in Section 8 of the ACC of Kentucky LLC Interconnection Agreement. For the purposes of determining the expiration date of the initial term pursuant to Section 8 of the ACC of Kentucky LLC Interconnection Agreement, the initial term termination date shall be December 31, 2006.

3. Nextel Partners shall accept and incorporate any amendments to the ACC of Kentucky LLC's Interconnection Agreement executed as a result of any final judicial, regulatory or legislative action.

4. Every notice, consent, approval or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

William W. Magruder, CEO
Duo County Telephone Coop. Corp., Inc.
P. O. Box 80, 2150 North Main Street
Jamestown, Kentucky 42629
Fax: 270-343-6500

And

Donald Manning
NPCR, Inc.
4500 Carillon Point
Kirkland, Washington 98022
Fax: 425-576-3666

With a copy to:

Dan Kuban
NPCR, Inc.
8 Airline Drive, Suite 105
Albany, New York 12205
Fax: 952-238-7434

or at such other address as the intended recipient previously named shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in the Agreement, notice by mail shall be effective on the date it is officially recorded by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.