## Dinsmore Shohl LLP

2008-00144

APR 17 2008
PUBLIC SERVICE
TOWNSHIERION

John E. Selent 502-540-2315 john.selent@dinslaw.com

April 16, 2008

### VIA FEDERAL EXPRESS

Hon. Stephanie Stumbo Executive Director Kentucky Public Service Commission 211 Sower Boulevard Frankfort, Kentucky 40602-0615

Re: In the Matter of: Adoption of Interconnection Agreement Between Duo County Telephone Cooperative Corporation, Inc. and Sprint Communications Company,

L.P. by Windstream Communications, Inc.

Dear Ms. Stumbo:

I have enclosed for filing in the above-styled matter the original and ten (10) copies of a letter from me advising you of Duo County's opposition to Windstream Communications, Inc.'s proposed adoption of the interconnection agreement between Duo County Telephone Cooperative Corporation, Inc. and Sprint Communications Company, L.P.

Thank you, and if you have any questions, please call me.

Very truly yours,

DINSMORE & SHOHL LLP

Enclosures

1400 PNC Plaza, 500 West Jefferson Street Louisville, KY 40202 502.540.2300 502.585.2207 fax www.dinslaw.com

Charleston Cincinnati Columbus Dayton Lexington Louisville Morgantown Pitasburgh Wheeling

# insmore&Shohl



John E. Selent 502-540-2315 john.selent@dinslaw.com

April 16, 2008



### VIA FEDERAL EXPRESS

Hon. Stephanie Stumbo **Executive Director** Kentucky Public Service Commission 211 Sower Boulevard Frankfort, Kentucky 40602-0615

> In the Matter of: Adoption of Interconnection Agreement Between Duo County Telephone Cooperative Corporation, Inc. and Sprint Communications Company,

L.P. by Windstream Communications, Inc.

#### Dear Ms. Stumbo:

On April 14, 2008, Duo County Telephone Cooperative Corporation, Inc. ("Duo County") received notice of Windstream Communications, Inc.'s ("Windstream's") proposed adoption of the currently effective interconnection agreement between Duo County and Sprint Communications L.P. ("Sprint"). The purpose of this letter is to request that the Public Service Commission of Kentucky (the "Commission") deny Windstream's adoption of the Duo County/Sprint interconnection agreement.

- (1) There are less than three (3) months remaining in the term of the Duo County/Sprint interconnection agreement (an agreement with a two year term), which became effective on July 12, 2006. Accordingly, the Duo County/Sprint interconnection agreement is not available for adoption. 47 CFR § 51.809(c) ("Individual [interconnection] agreements shall remain available for use by telecommunications carriers pursuant to this section for a reasonable period of time after the approved agreement is available for public inspection under section 252(h) of the [Telecommunications] Act [of 1996] [the "Act"].").
- (2) Windstream is not seeking only to adopt the interconnection agreement between Duo County and Sprint. Instead, it is also seeking to vary the terms and conditions of that interconnection agreement. Windstream states that it will adopt the interconnection agreement "in its entirety," but it seeks to make the adopted interconnection agreement effective as of the date the Commission issues an order approving Windstream's adoption of the interconnection

1400 PNC Plaza, 500 West Jefferson Street Louisville, KY 40202 502,540,2300 502,585,2207 fax www.dinslaw.com

Louisville

agreement. Such an effective date would have the effect of extending the term of the adopted interconnection agreement beyond the term agreed to by Duo County and Sprint in their interconnection agreement. Pursuant to federal law, adoption of interconnections agreements must be complete, and not partial. 47 CFR 51.809(a) ("An [I]LEC shall make available without reasonable delay to any requesting telecommunications carrier any agreement in its entirety to which the [I]LEC is a party that is approved by a state commission pursuant to section 252 of the Act, upon the same rates, terms, and conditions as those provided in the agreement." (Emphasis added.)).

Duo County also notes that, despite Windstream's claims of urgency, Windstream has not yet contacted Duo County to discuss any proposed interconnection or the technical aspects of implementing interconnection between Duo County and Windstream.

For the foregoing reasons, Duo County opposes Windstream's proposed adoption of the interconnection agreement between Duo County and Sprint and respectfully requests that the Commission deny Windstream's adoption of it.

Thank you.

Very truly yours,

DINSMORE & SHOHL LLP

John Mselent

cc: Mark R. Overstreet, Esq.