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HAND DELIVERED

Jeff R. Derouen
Executive Director
Public Service Commission of Kentucky
211 Sower Blvd
P.O. Box 615
Frankfort, KY 40602-0615

RE: **In the matter of the Adoption of Interconnection Agreement between South Central Telephone Cooperative, Inc. ("South Central") and Sprint Communications, L.P. ("Sprint") by Windstream Communications, Inc. ("Windstream CLEC"); Case No. 2008-00477**

Dear Mr. Derouen:

South Central recently filed an objection to Windstream CLEC's adoption of Sprint's current Interconnection agreement with South Central that conflates a matter involving Windstream's ILEC affiliate ("Windstream Kentucky East, LLC" or "Windstream ILEC"). The assertions in South Central's opposition are misguided.

Windstream CLEC's adoption of the South Central/Sprint interconnection agreement is appropriate and lawful, and is wholly separate from Windstream ILEC's efforts to work through a virtual Foreign Exchange ("FX") agreement with South Central. As explained below, the Windstream CLEC adoption issue allows Windstream to bring competitive offerings to consumers in South Central's ILEC exchanges in a manner similar to South Central's CLEC affiliate competition within Windstream ILEC's territories today. By contrast, the Windstream ILEC FX issue allows Windstream ILEC to purchase FX service from South Central in order to serve a business customer with locations in both the Windstream ILEC and South Central territories, and who desires to subscribe to Windstream ILEC's service.

WINDSTREAM CLEC ADOPTION ISSUE:

There is no lawful basis for South Central's opposition to Windstream CLEC's adoption of the interconnection agreement between South Central and Sprint. Pursuant to the Federal Telecommunications Act of 1996 ("the Act") and federal rules, a telecommunications carrier has the right to adopt an existing interconnection agreement but may not "pick and choose" selective

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provisions of different interconnection agreements. Further, it has been this Commission's practice to allow such adoptions upon notice to the Commission by the adopting telecommunications carrier. Windstream CLEC is a telecommunications carrier and served notice on the Commission of its intent to adopt the South Central/Sprint interconnection agreement in its entirety.

Despite South Central's contention that the agreement is no longer available for adoption, Sprint confirmed that neither Sprint nor South Central has requested the re-negotiation or termination of the existing South Central/Sprint interconnection agreement. This fact is also evidenced by the fact that South Central produced no bona fide request dated prior to December 23, 2008 (*i.e.*, the date on which South Central filed its opposition to Windstream CLEC's adoption) to Sprint to re-negotiate the existing agreement. Although the initial term of the South Central/Sprint interconnection agreement may have ended on June 1, 2008, South Central and Sprint continue to operate under that agreement some seven months after the expiration of the initial term. Thus, until the South Central/Sprint interconnection agreement is terminated and subject to renegotiation, it is available for adoption by other telecommunication carriers, including Windstream CLEC.

Windstream CLEC notes that should Sprint or South Central seek termination of the applicable agreement and negotiate a replacement agreement, then Windstream CLEC at that time would need to either adopt a different agreement with South Central or negotiate/arbitrate an agreement directly with South Central. However, in the interim, Windstream CLEC's request to adopt the South Central/Sprint interconnection agreement is lawful and should be approved. Given that South Central's own CLEC affiliate currently competes in the Windstream ILEC territories of Glasgow and Park City and soon will compete also in the Tompkinsville exchange, it is unfair for South Central to oppose the efforts of Windstream CLEC to compete in a similar fashion.

WINDSTREAM ILEC FX ISSUE:

Windstream ILEC serves a business customer ("the Bank") that has multiple locations in Windstream ILEC's territory as well as one in South Central's territory. The Bank desires to subscribe to Windstream ILEC service. As a result, Windstream ILEC has discussed and seeks to enter into an FX arrangement with South Central in order to serve the Bank. Windstream was surprised by the statements in South Central's opposition on this issue given that South Central stated to Windstream that it was amenable to an FX arrangement and because South Central's General Manager conveyed the same to the Bank based on the fact that South Central did not offer the suite of services that the Bank was seeking from Windstream ILEC.

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On December 11, 2008, Windstream ILEC provided a proposed FX agreement to South Central and currently awaits South Central's response to that agreement.

Again, the FX issue concerns only service by the Windstream ILEC to the Bank that has one location in South Central's territory and is wholly separate and apart from Windstream CLEC's adoption of an interconnection agreement. Unlike the FX agreement which is intended to allow Windstream ILEC to serve only the Bank, Windstream CLEC's adoption of the South Central/Sprint interconnection agreement would allow Windstream CLEC to compete in South Central's territory just as South Central's CLEC does in Windstream's territories today. In no event should the FX arrangement between Windstream ILEC and South Central to provide service to the Bank be used to delay Windstream CLEC's adoption of an interconnection agreement to allow it to compete in South Central's territories.

South Central's opposition to Windstream CLEC's adoption of the South Central/Sprint interconnection agreement is without merit, and Windstream CLEC's adoption should be approved expeditiously consistent with this Commission's prior practice.

Very truly yours,



Mark R. Overstreet

cc: Edward T. Depp
John E. Selent