



611 N. Carol Malone Boulevard  
Grayson, Kentucky 41143  
Phone 606-474-3250  
Fax 606-474-3120

December 3, 2003

Thomas M. Dorman, Executive Director  
Public Service Commission of the Commonwealth of Kentucky  
211 Sower Boulevard  
Frankfort, KY 40602-0615

RECEIVED

DEC 10 2003

PUBLIC SERVICE  
COMMISSION

*RE: Interconnection Agreement between University Telcom Inc. and AllTel Communications*

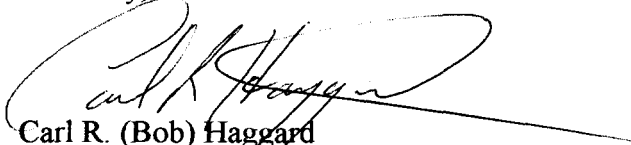
Dear Mr. Dorman:

University Telcom on behalf of itself and AllTel Communications hereby submit for approval to the Kentucky Public Service Commission the enclosed Agreement dated December 1, 2003 ("Agreement"). This Agreement reflects the adoption under Section 252(i) of the Communications Act as amended by the Telecommunications Act of 1996 of the terms of Agreement between Verizon South, Inc. f/k/a GTE South Inc. and Brandenburg Telecom, LLC that was approved by the PSC and continues to be honored by AllTel.

To avoid further delays in the company's business plan, University Telcom respectfully requests that the Commission issue an order approving this filing on an expedited basis.

If there are any other questions, please contact Eileen Bodamer at 770-649-1886.

Sincerely,



Carl R. (Bob) Haggard  
President / CEO

Enclosures: Original plus 4 copies

Cc: AllTel Communications



**ALLTEL COMMUNICATIONS**

1 Allied Drive  
Little Rock, AR 72022

**Jimmy Dolan**  
Manager  
ALLTEL Negotiations

501-905-7873  
501-905-6299 fax  
jimmy.dolan@alltel.com

DEC 10 2003

PUBLIC SERVICE  
COMMISSION

December 1, 2003

**Carl R. Haggard**  
President/CEO  
University Telcom  
611 Carole Malone Blvd. North  
Grayson, KY 41143-2205

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

Dear Mr. Haggard,

Kentucky ALLTEL, Inc. ("ALLTEL") has received your notice stating that, under Section 252 (i) of the Telecommunications Act of 1996 (the "Act"), University Telcom, Inc. ("University Telcom") wishes to adopt the terms of the Interconnection Agreement between Verizon South Inc., f/k/a GTE South Inc. and Brandenburg Telecom, LLC. ("Brandenburg") that was approved by the Kentucky Public Service Commission as an effective Agreement in the Commonwealth of Kentucky (the "Terms") and is being honored by ALLTEL. 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. University Telcom adopts the Terms of the Brandenburg agreement for Interconnection with ALLTEL and in applying the Terms, agrees that University Telcom shall be substituted in place of Brandenburg in the Terms wherever appropriate.
2. University Telcom requests that notice to University Telcom as may be required under the Terms shall be provided as follows:

To: University Telcom  
Attn: Carl R. Haggard – President/CEO  
University Telcom  
611 Carole Malone Blvd. North  
Grayson, KY 41143-2205

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

To: ALLTEL  
Wholesale Services  
One Allied Drive  
1269B4F4NB  
Little Rock, Arkansas 72202

Copy: ALLTEL  
Attn: Mandy Jenkins  
One Allied Drive  
1269B4F4NB  
Little Rock, Arkansas 72202

Attn: Stephen Weeks  
One Allied Drive;  
1269B4F4NB  
Little Rock, Arkansas 72202


3. **University Telcom represents and warrants that it is licensed to provide telecommunications service in the Commonwealth of Kentucky, and that its adoption of the Terms will be applicable to services in the Commonwealth of Kentucky only.**
4. University Telcom's adoption of the Brandenburg Terms shall become effective upon approval of this Agreement by the Kentucky Public Service Commission and shall terminate simultaneous with the termination of the Brandenburg Agreement.
5. As the Terms are being adopted by you pursuant to Section 252(i) of the Act, ALLTEL does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by ALLTEL of the Terms does not in any way constitute a waiver by ALLTEL of any position as to the Terms or a portion thereof, nor does it constitute a waiver by ALLTEL 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 University Telcom's 252(i) election.
6. The Terms shall be subject to any and all applicable laws, rules, or regulations or changes therein that have occurred subsequent to the execution of the Brandenburg Agreement or that subsequently may be prescribed by any federal, state or local governmental authority. By way of example and not limitation, changes include the various court decisions and FCC orders with respect to unbundling of elements and the necessary and impair standard. 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.
7. ALLTEL reserves the right to deny University Telcom'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 University Telcom are greater than the costs of providing it to Brandenburg;
  - (B) if the provision of the Terms to University Telcom is not technically feasible.

8. Should University Telcom attempt to apply the Terms in a manner that conflicts with the provisions set forth herein, ALLTEL reserves its rights to seek appropriate legal and/or equitable relief.
9. The Parties acknowledge that ALLTEL is entitled to assert that it is a 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, ALLTEL is not waiving its right to maintain at any point during the term of this Agreement that it is a 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,

Kentucky ALLTEL, INC.

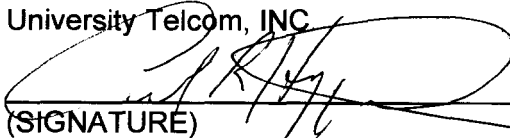
  
(SIGNATURE)

Michael D. Rhoda  
(Print Name)

Vice President – Business Development  
(Print Title)

Reviewed and countersigned:

University Telcom, INC.

  
(SIGNATURE)

Carl R. Haggard  
(Print Name)

President/CEO  
(Print Title)