



## South Central Rural Telephone

Cooperative Corporation, Inc.

June 15, 2007

Ms. Beth O'Donnell  
Executive Director  
Public Service Commission  
211 Sower Blvd.  
Frankfort, KY 40601

**Re: *Interconnection Agreement between South Central Rural Telephone Cooperative Corporation, Inc. and ALEC, Inc.***

Dear Ms. O'Donnell:

South Central Rural Telephone Cooperative Corporation, Inc. ("SCRTC"), on behalf of itself and ALEC, Inc. ("ALEC") hereby submits for approval by the Kentucky Public Service Commission (the "Commission") an original and four (4) copies of the enclosed Interconnection Agreement dated to become effective June 15, 2007 (the "Agreement"). This Agreement was reached through voluntary negotiations without resort to mediation or arbitration and is submitted for approval pursuant to Section 252(e) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act").

Sections 252(e)(2) of the Act directs that a state Commission may reject an agreement reached through voluntary negotiations only if the Commission finds that:

- (1) the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or
- (2) the implementation of such agreement or portion is not consistent with the public interest, convenience and necessity.

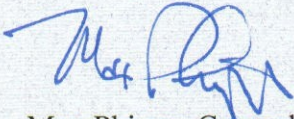
The Parties to the Agreement respectfully submit that the Agreement provides no basis for either of these findings and, thus, request that the Commission approve the Agreement on an expedited basis. The Agreement does not discriminate against any other telecommunications carriers. The Agreement is also consistent with the public interest as identified in the pro-competitive policies of the Commission, the U.S. Congress, and the Federal Communications Commission.



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If you have any questions, please contact Donnie Bennett at (270) 678-8225.

Sincerely,



Max Phipps, General Manager

Enclosures

cc: Matthew J. Phillips (w/encl.)  
Eileen Bodamer (w/o encl.)



INTERCONNECTION AGREEMENT PURSUANT TO  
SECTIONS 251, AND 252 OF THE COMMUNICATIONS ACT  
OF 1934, AS AMENDED

By and Between

**South Central Rural Telephone Cooperative Corporation, Inc.**

And

**ALEC Inc.**

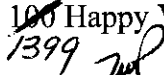
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## Adoption

### Agreement Pursuant to 47 U.S.C. Section 252(i)

This Agreement, which shall become effective on June 15, 2007 subject to approval by the Kentucky Public Service Commission ("KPSC") in accordance with Section 252 of the Telecommunications Act of 1996 ("Effective Date"), is entered into by and between **ALEC Inc.** ("CLEC"), a Competitive Local Exchange Carrier, a State Company corporation, having an office at **2704 Old Rosebud Rd. Lexington, KY** and South Central Rural Telephone Cooperative Corporation, Inc. ("SCRTC"), an Incumbent Local Exchange Carrier as defined in 47 U.S.C. Section 251(h), a corporation organized under the laws of the Commonwealth of Kentucky, having an office at ~~100~~ <sup>1399</sup> Happy Valley Road, Glasgow, Kentucky. 

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 SCRTC to make available any interconnection, service, or network element provided under an agreement approved 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, CLEC has requested that SCRTC make available the interconnection agreement in its entirety executed between SCRTC and Cinergy Communications Company ("CCC"), dated July 16, 2004 and approved by the KPSC on June 29, 2004 under CC Docket 2004-00263.

NOW, THEREFORE, in consideration of the promises and mutual covenants of this Agreement, CLEC and SCRTC hereby agree as follows:

1. CLEC and SCRTC shall adopt in its entirety, the Cinergy Communications Interconnection Agreement dated July 16, 2004 and any and all amendments to said agreement executed and approved by the Kentucky Public Service Commission as of the date of the execution of this Agreement. The Cinergy Communications Interconnection Agreement and all amendments are attached hereto as Attachment 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

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2. The term of this Agreement shall be from the Effective Date as set forth above and shall expire as set forth in Section 2 of the Cinergy Communications Interconnection Agreement. For purpose of determining the expiration date of the Cinergy Interconnection Agreement, the effective date shall be July 16, 2004.

3. CLEC shall accept and incorporate any amendments to the Cinergy 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:

For SCRTC and for CLEC:

SCRTC  
Donnie Bennett  
Regulatory Manager  
1399 100 Happy Valley Rd  
Glasgow, KY 42142

ALEC Inc.  
Matthew Phillips  
2704 Old Rosebud Rd.  
Suite 270  
Lexington KY 40509

or at such other address as the intended recipient previously 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 this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered 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.

IN WITNESS WHEREOF, each Party has executed this Agreement to be effective upon approval by the Kentucky PSC.

SCRTC

CLEC

By Max Phillips

Name Max Phillips

Title General Manager

Date 6-14-07

By Matthew J. Phillips

Name Matthew J. Phillips

Title COO

Date 6/13/07

# **Attachment 1**