

Traci Brunner
Manager – Negotiations

Windstream Communications

4001 Rodney Parham Road
Mailstop: 1170 B1F2-12A
Little Rock, AR 72212
t: 501.748.6555
f: 501.748.6583
traci.brunner@windstream.com

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AUG 08 2008

PUBLIC SERVICE
COMMISSION

--Via Federal Express --

August 6, 2008

Ms. Stephanie Stumbo
Executive Director
Kentucky Public Service Commission
211 Sower Boulevard
P.O. Box 615
Frankfort, KY 40602-0615

Re: FiberNet, LLC – Adoption of ALEC, Inc. and Windstream Kentucky East, LLC
Interconnection Agreement

Dear Ms. Stumbo,

Please find enclosed one original and two copies of the executed Adoption Letter between FiberNet, LLC and Windstream Kentucky East, LLC for filing with the Kentucky Public Service Commission. FiberNet, LLC is adopting the interconnection agreement between ALEC, Inc. and Windstream Kentucky East, LLC which was approved by the Kentucky PSC Reference No. 00807, effective October 10, 2007. Also enclosed is an electronic version of the Adoption Letter and the adopted Interconnection Agreement in CD format.

If you would please ensure filing with the Kentucky Public Service Commission and provide the PSC date stamped copy of this cover letter back in the enclosed envelope at your convenience as well as the subsequent commission approval back to me via email (traci.brunner@windstream.com) and/or to my address, including mailstop in the address block above.

If you have any questions regarding this filing, please don't hesitate to give me a call at 501-748-6555. Thank you in advance for your assistance.

Sincerely,



Traci Brunner

Enclosures

cc: Steve Hamula – FiberNet, LLC
File #1465 – ALEC, Inc.



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July 24, 2008

David R. Armentrout
President & COO
FiberNet, LLC
1200 Greenbrier Street
Charleston, WV 25311
304-720-2100
darmentrout@wvfibernet.net

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

Dear Mr. Armentrout,

Windstream has received your notice stating that, under Section 252 (i) of the Telecommunications Act of 1996 (the "Act"), FiberNet, LLC ("FiberNet") wishes to adopt the terms of the Interconnection Agreement between Windstream Kentucky East, LLC f/k/a Windstream Kentucky East, Inc. ("Windstream") and ALEC, Inc. ("ALEC") that was approved by the Kentucky Public Service Commission as an effective Agreement (the "Terms") in the commonwealth of Kentucky, October 10, 2007. 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. FiberNet adopts the Terms of the ALEC agreement for Interconnection with Windstream and in applying the Terms, agrees that FiberNet shall be substituted in place of ALEC in the Terms wherever appropriate.
2. FiberNet requests that notices to FiberNet as may be required under the Terms shall be provided as follows:

Legal Notices:

To: Steven Hamula
Director of Regulatory Affairs
FiberNet, LLC
1200 Greenbrier Street
Charleston, WV 25311
Telephone: 304-720-2159
Fax: 304-720-2121
Email: shamula@wvfibernet.net

Interconnection Agreement Notices:

To: Steven Hamula
Director of Regulatory Affairs
FiberNet, LLC
1200 Greenbrier Street
Charleston, WV 25311
Telephone: 304-720-2159
Fax: 304-720-2121
Email: shamula@wvfibernet.net

Tax Notices:

To: Carrie Scott
FiberNet, LLC
328 Neville Street
Beckley, WV 25801
Telephone: 304-929-2109
Fax: 304-929-2114
Email: cscott@wvfibernet.net

Network Traffic Management Issues:

To: FiberNet - NOC
p: 800-320-6144, Option 1
f: 304-720-5291

3. Windstream requests that notice to Windstream as may be required under the Terms shall be provided as follows:

Legal Notices:

To: Windstream Communications
Attn: Legal Department
4001 Rodney Parham Road
Mailstop: 1170 B1F3-53A
Little Rock, Arkansas 72212

Interconnection Agreement Notices:

To: Windstream Communications
Attn: Staff Manager – Interconnection Services
4001 Rodney Parham Road
Mailstop: 1170 B1F2-12A
Little Rock, Arkansas 72212

Tax Notices:

To: Windstream Communications
Attn: Director State and Local Taxes
4001 Rodney Parham Road
Mailstop: 1170 B1F3-70A
Little Rock, AR 72212

Copy to:

Windstream Communications
Attn: Staff Manager – Interconnection Services
4001 Rodney Parham Road
Mailstop: 1170 B1F2-12A
Little Rock, Arkansas 72212

Network Traffic Management Issues:

To: Windstream - NOC

p: 330-650-7929

4. **FiberNet represents and warrants that it is licensed to provide telecommunications service in Windstream's serving area the commonwealth of Kentucky, and that its adoption of the Terms will be applicable to services in Windstream's serving area in the commonwealth of Kentucky only.**
5. FiberNet's adoption of the ALEC Terms shall become effective upon approval of this Agreement by the Kentucky Public Service Commission and shall terminate simultaneous with the termination of the ALEC Agreement.
6. As the Terms are being adopted by you pursuant to Section 252(i) of the Act, Windstream does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by Windstream of the Terms does not in any way constitute a waiver by Windstream of any position as to the Terms or a portion thereof, nor does it constitute a waiver by Windstream 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 FiberNet's 252(i) election. The Parties agree that all traffic, other than Local Traffic, that is terminated on the public switched network, regardless of the technology used to originate such traffic, including but not limited to Voice Over Internet Protocol (VoIP), will be assessed terminating charges at the appropriate jurisdictional rates, per the appropriate tariff or agreement governing such traffic. The Parties agree that until the FCC enters a final, binding, and non-appealable order ("Final Order") determining the appropriate compensation mechanism for VoIP traffic, the Parties shall exchange traffic and compensate each other in accordance with this Section. At such time as the Final Order becomes applicable, the Parties agree to amend this Agreement to conform with the findings of the Final Order. The Parties further agree that the Terms being adopted contain terminated Directory provisions in Attachment 9 and as such, FiberNet acknowledges it will not utilize this service.
7. The Terms shall be subject to any and all applicable laws, rules, or regulations or changes therein that subsequently may be prescribed by any federal, state or local governmental authority. 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. If within sixty (60) days of the effective date of such change, the Parties are unable to agree in writing upon mutually acceptable revisions to this agreement, either Party may pursue any remedies available to it at law, in equity or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction.
8. FiberNet agrees that FiberNet's adoption of the ALEC Agreement shall supercede and replace in full any and all prior agreements, written, and oral, between FiberNet and Windstream.
9. Windstream reserves the right to request, at its discretion, a security deposit equal to three months estimated billing.
10. Windstream reserves the right to deny FiberNet'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 FiberNet are greater than the costs of providing it to ALEC;

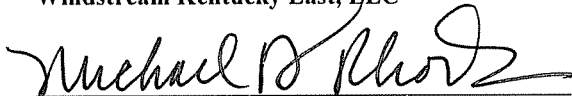
- (B) if the provision of the Terms to FiberNet is not technically feasible; and/or to the extent FiberNet already has an existing Interconnection Agreement (or existing 252(i) adoption) with Windstream and the Terms were approved before the date of approval of the existing Interconnection Agreement (or the effective date of the existing 252(i) adoption);

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

Windstream Kentucky East, LLC


(Signature)


Michael D. Rhoda
(Print Name)

SVP – Government Affairs
(Print Title)

July 31, 2008
(Date)

Reviewed and countersigned:

FiberNet, LLC


(Signature)

David R. Armentrout
(Print Name)

President & COO
(Print Title)

July 25, 2008
(Date)