



South Central Rural Telephone

Cooperative Corporation, Inc.

January 27, 2010

Mr. Jeff Derouen
Executive Director
Public Service Commission
211 Sower Blvd.
Frankfort, KY 40601

RECEIVED

JAN 29 2010

PUBLIC SERVICE
COMMISSION

Re: CLEC Agreement between South Central Rural Telephone Cooperative Corporation, Inc. and MCC Telephony of the South, LLC

Dear Mr. Derouen:

South Central Rural Telephone Cooperative Corporation, Inc. ("SCRTC"), on behalf of itself and MCC Telephony of the South, LLC, hereby submits for approval by the Kentucky Public Service Commission an original and four (4) copies of the enclosed 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.

If you have any questions, please contact me at (270) 678-2111.

Sincerely,

A handwritten signature in cursive script that reads "Donnie Bennett".

Donnie Bennett, Regulatory Manager

Enclosures

cc: Max Phipps, General Manager/COO SCRTC (w/o incl.)
Raymond P. Freson | ASSOCIATE Kelley Drye & Warren LLP (w/ incl.)

Adoption Agreement Pursuant to 47 U.S.C. Section 252(i)
Between
MCC Telephony of the South, LLC
and
South Central Rural Telephone Cooperative Corporation, Inc.
For the State of Kentucky

This Agreement (the "Agreement") is made by and between MCC Telephony of the South, LLC, a Delaware Corporation ("CLEC"), and South Central Rural Telephone Cooperative Corporation, Inc. ("SCRTC") (CLEC and SCRTC hereinafter collectively referred to as the "Parties" and each individually as a "Party").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLEC and SCRTC hereby covenant and agree as follows:

1. Pursuant to Section 252(i) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act"), this Agreement hereby incorporates by reference, in their entirety, the rates, terms and conditions of that certain Interconnection Agreement effective October 22, 2009 by and between SCRTC and Windstream Communications ("Windstream") and any and all existing amendments to said Interconnection Agreement as of the date of the execution of this Agreement, as approved by the Kentucky Public Service Commission (the "SCRTC/Windstream Agreement") (attached hereto as Exhibit "A"), subject to the following:

- (a) All references in the SCRTC/Windstream Agreement to "Windstream" are deemed to be references to CLEC;
- (b) All notices provided to SCRTC under this Agreement shall be provided to the addresses set forth in the SCRTC/Windstream Agreement. All notices provided to CLEC under this Agreement shall be provided to:

MCC Telephony of the South, LLC
Anne Sokolin-Maimon, VP Regulatory Affairs
100 Crystal Run Road
Middletown, NY 10941
Phone 845-695-2610
Fax 845-695-2669
Email - amaimon@mediacomcc.com

with a copy to:

Mediacom, Legal Department
100 Crystal Run Road
Middletown, NY 10941
Phone 845-695-2600

- (c) This Agreement shall be deemed effective as of the date approved by the Public Service Commission of the Commonwealth of Kentucky; and
- (d) The term of this Agreement for said state shall be for the period commencing with the Effective Date and shall expire as set forth in the General Terms and Conditions of the SCRTC/Windstream Agreement.

2. The Parties further agree that SCRTC shall submit this Agreement to the Kentucky Public Service Commission for approval pursuant to Section 252(e) of the Act.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives on the dates set forth below.

For MCC Telephony of the South, LLC

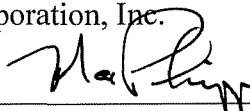
By: _____
Signature

Name: Daniel P. Templin
Printed Name

Title: Group Vice President
Strategic Marketing
and Product Development

Date: 1/19/10

For South Central Rural Cooperative Corporation, Inc.

By: _____
Signature

Name: Max Phipps
Printed Name

Title: General Manager, COO

Date: 1-26-10