

Dinsmore & Shohl LLP
ATTORNEYS

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RECEIVED

JUN 14 2010

PUBLIC SERVICE
COMMISSION

June 11, 2010

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JUN 14 2010

PUBLIC SERVICE
COMMISSION

Via Federal Express

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

Re: *Interconnection Agreement between Brandenburg Telephone Company and Comcast Phone of Kentucky, LLC d/b/a Comcast Digital Phone*


Dear Mr. Derouen:

Enclosed for filing with the Public Service Commission of the Commonwealth of Kentucky is an original and four (4) copies of the interconnection agreement between Brandenburg Telephone Company and Comcast Phone of Kentucky, LLC d/b/a Comcast Digital Phone. In addition, we have enclosed an electronic copy in .pdf format.

Please return a file-stamped copy of the interconnection agreement in the self-addressed, stamped envelope provided.

Sincerely,

DINSMORE & SHOHL LLP


Edward T. Depp

ETD/kwi
Enclosures

cc: Robert Munoz, Esq. (w/ enclosure)
John E. Selent, Esq. (w/o enclosure)

**INTERCONNECTION AGREEMENT BETWEEN COMCAST PHONE OF
KENTUCKY, LLC D/B/A COMCAST DIGITAL PHONE
AND
BRANDENBURG TELEPHONE COMPANY
FOR THE STATE OF KENTUCKY**

This Agreement (the "Agreement") is made by and between Comcast Phone of Kentucky LLC d/b/a Comcast Digital Phone, a Delaware Limited Liability Company ("Comcast"), and Brandenburg Telephone Company ("Brandenburg Telephone") (Comcast and Brandenburg Telephone are 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, Comcast and Brandenburg Telephone 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 January 8, 2010 by and between Brandenburg Telephone and Insight Phone of Kentucky, LLC ("Insight") 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 "Brandenburg Telephone/Insight Agreement") (attached hereto as Exhibit "A"), subject to the following:
 - (a) All references in the Brandenburg Telephone/Insight Agreement to "Insight" are deemed to be references to Comcast;
 - (b) All notices provided to Brandenburg Telephone under this Agreement shall be provided to the addresses set forth in the Brandenburg Telephone/Insight Agreement. All notices provided to Comcast under this Agreement shall be provided to:

Mr. Brian Rankin
Comcast
Assistant General Counsel
One Comcast Center, 50th Floor
Philadelphia, PA 19103
brian_rankin@comcast.com
Tel: (215) 286-7325
Fax: (215) 286-5039

with a copy to:

Ms. Beth Choroser
Executive Director of Regulatory Compliance
Comcast
One Comcast Center, 50th Floor
Philadelphia, PA 19103
beth_choroser@comcast.com
Tel: (215) 286-7893
Fax: (215) 286-5039

- (c) All usage data and invoices provided to Brandenburg Telephone under this Agreement shall be provided to the addresses set forth in the Brandenburg Telephone/Insight Agreement. All usage data and invoices provided to Comcast under this Agreement shall be provided to:

John Blimmel
Comcast
1883 Inverness Drive West
Englewood, CO 80112
john_blimmel@cable.comcast.com
Tel: (720) 267-4424
Fax: (720) 267-2744

- (d) This Agreement shall be deemed effective as of the date approved by the Public Service Commission of the Commonwealth of Kentucky; and
- (e) 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 in Section 3.1 of the Brandenburg Telephone/Insight Agreement.
- (f) The NXX table contained in Section A (“Designation of the IP(s)”) of Appendix A to the Brandenburg Telephone/Insight Agreement shall be modified as follows:

Comcast Exchanges	Brandenburg Local Calling Scope Exchanges
Radcliff	Radcliff, Vine Grove
Vine Grove	North Garrett, Radcliff, Vine Grove

2. The Parties further agree that Brandenburg Telephone 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 Comcast Phone of Kentucky, LLC
d/b/a Comcast Digital Phone
("Comcast")

By: _____

Signature

Name: Susan Jin Davis

Title: Vice President
Strategic Partnerships

Date: May 25, 2010

For Brandenburg Telephone Company
("Brandenburg Telephone")

By: _____

Signature

Name: Allison Willoughby
Printed Name

Title: Assistant General Mgr.

Date: 6-3-10