

July 2, 2009

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HAND DELIVERED

Jeff R. Derouen
Executive Director
Public Service Commission
211 Sower Boulevard
P.O. Box 615
Frankfort, KY 40602-0615

**RE: *Insight Phone of Kentucky, LLC v. Windstream Kentucky East, LLC, et al.*
P.S.C. Case No. 2008-00335**

Dear Mr. Derouen:

This responds to Big River Telephone Company ("Big River") June 19, 2009 letter to the Commission. Windstream's position with respect to Big River's initial letter is simple: only those issues properly before the Commission in connection with Insight's complaint should be litigated here, and only then in accordance with the requirements of the agreement between the parties. Thus, to the extent that Big River is pursuing here issues unrelated to Windstream's "four fields" porting policy, or is attempting to do so in contravention of the requirements of the parties' agreement, this forum is unavailable for those purposes.

On the other hand, to the extent that Big River's latest filing seeks to have the "four fields" policy pre-determined, or to have some penalty assessed without according Windstream its full due process rights, Big River's actions are wholly without merit and again are procedurally improper. The proper time to address those issues is in the briefing or testimony phases of this proceeding and not through intermittent letter filings demanding immediate assessment of penalties against a party.

Without conceding the accuracy of other allegations made by Big River in its June 19, 2009 letter that are not addressed here, Big River's characterization of the November 11, 2008 notice to Big River as an effort "to take away" the interconnection agreement between Windstream and Big River is not borne out by the facts. The agreement at issue was an agreement between Windstream and AT&T Communications of the South Central States ("AT&T") that was adopted by Big River. A key provision of the adoption letter, as with all adoptions, is that the agreement between Big River and Windstream would terminate simultaneously with the termination of the underlying agreement. Specifically, Section 4 of the executed adoption letter states "Big River's adoption of the AT&T Terms shall become effective

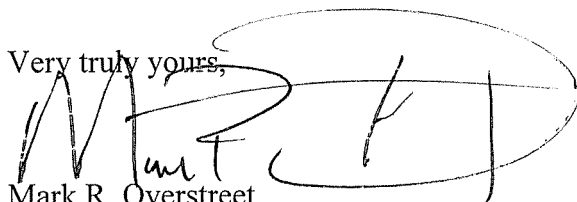
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upon approval of this Agreement by the Kentucky Public Service Commission and shall terminate simultaneous with the termination of the AT&T Agreement.”

As is evident upon the face of the November 11, 2008 notice, the underlying agreement between AT&T and Windstream was being re-negotiated at the time of the notice. Once the re-negotiated agreement was executed, the agreement adopted by Big River would end, along with the agreement between Big River and Windstream.

Windstream remains interested in working with the parties and staff toward the orderly processing of this case.

Very truly yours,


Mark R. Overstreet

cc: Douglas F. Brent
Janice M. Theriot
Lawrence J. Zielke