



Windstream Communications
130 West New Circle Road
Suite 170
Lexington, KY 40505

Daniel E. Logsdon
Vice President, External Affairs
daniel.logsdon@windstream.com
ofc. 859-357-6125
fax. 859-357-6163

RECEIVED

APR 13 2007

PUBLIC SERVICE
COMMISSION

April 13, 2007

Ms. Elizabeth O'Donnell
Executive Director
Kentucky Public Service Commission
211 Sower Boulevard
P.O. Box 615
Frankfort KY 40602-0615

RE: Comcast Phone of Kentucky, LLC Adoption of Interconnection Agreement
with Windstream Kentucky West, Inc.

Dear Ms. O'Donnell:

Please find enclosed two copies of an Agreement adopting an Approved
Interconnection Agreement. Please call me at 859-357-6125 if you have
any questions regarding this filing.

Sincerely,


Daniel Logsdon
Attachment



Traci Brunner
Manager – Negotiations

Windstream Communications
4001 Rodney Parham Road
1170 B3F03-84A
Little Rock, AR 72212
t: 501.748.6555
f: 501.748-6583
traci.brunner@windstream.com

--Via E-Mail--

February 22, 2007

Beth Choroser
Senior Director of Regulatory Compliance
Comcast Cable Communications
1500 Market Street
Philadelphia, PA 19102
beth_choroser@comcast.com

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

Dear Ms. Choroser,

Windstream Kentucky West, Inc. ("Windstream") has received your notice stating that, under Section 252 (i) of the Telecommunications Act of 1996 (the "Act"), Comcast Phone of Kentucky, LLC ("Comcast") wishes to adopt the terms of the Interconnection Agreement between Windstream Kentucky East, Inc. (f/k/a Alltel Kentucky, Inc.) and Sprint Communications Company, L.P. ("Comcast") that was approved by the Kentucky Public Service Commission as an effective Agreement in the Commonwealth of Kentucky (the "Terms"). 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. Comcast adopts the Terms of the Sprint agreement for Interconnection with Windstream and in applying the Terms, agrees that Comcast shall be substituted in place of Sprint in the Terms wherever appropriate.
2. Comcast requests that notice to Comcast as may be required under the Terms shall be provided as follows:

To: Comcast Phone of Kentucky, LLC
Attn: Brian Rankin
Assistant General Counsel
1500 Market Street
Philadelphia, PA 19102
t: 215-320-7325
f: 267-675-5039
brian_rankin@comcast.com

Copy: Comcast Phone of Kentucky, LLC
Attn: Beth Choroser
Senior Director of Regulatory Compliance
1500 Market Street
Philadelphia, PA 19102
t: 215-981-7893
f: 267-675-5039
beth_choroser@comcast.com

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

To: Windstream Communications
Attn: Staff Manager - Wholesale Services
4001 Rodney Parham Road
Mailstop: 1170 B3F03-84A
Little Rock, Arkansas 72212

3. **Comcast 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.**
4. Comcast's adoption of the Sprint Terms shall become effective upon the last signature date that both Parties have executed this adoption letter and shall terminate simultaneous with the termination of the Sprint Agreement.
5. 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 Comcast's 252(i) election.
6. Comcast agrees and acknowledges that for purposes of this agreement "local traffic" includes only that voice traffic that originates from an end-user in Windstream's local exchange calling area, as defined in Windstream's tariff, and terminates to an end-user physically located in the same local exchange calling area with a number rate centered in the same local calling area. Local traffic does not include optional EAS or access traffic.
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. Comcast agrees that Comcast's adoption of the Sprint Agreement shall supercede and replace in full any and all prior agreements, written, and oral, between Comcast 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 Comcast'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 Comcast are greater than the costs of providing it to Sprint;
 - (B) if the provision of the Terms to Comcast is not technically feasible; and/or to the extent Comcast 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 Comcast 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 West, Inc.

William F. Kreutz
(Signature)

William F. Kreutz
(Print Name)

Vice President – Regulatory Strategies
(Print Title)

3/12/07
(Date)

Reviewed and countersigned:

Comcast Phone of Kentucky, LLC

[Signature]
(Signature)

Susan Jin-Davis
(Print Name)

VP Corporate Development
(Print Title)

3/16/07
(Date)