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August 11, 2005

RECEIVED

AUG 12 2005

PUBLIC SERVICE
COMMISSION

VIA EXPRESS MAIL

Kentucky Public Service Commission
Attn: Mr. Jeff Cline
211 Sower Blvd.
P.O. Box 615
Frankfort, KY 40602-0615

RE: PSC Case No. 2004-00413
Application to Construct Wireless Communications Facility
Location: Rough and Tough Rd., Prestonsburg, KY 41653
Applicant: New Cingular Wireless PCS, LLC d/b/a Cingular Wireless
Site Name: Brainard

Dear Mr. Cline:

On behalf of my client New Cingular Wireless PCS, LLC, successor in interest to BellSouth Mobility LLC, I am submitting the enclosed *New Cingular Wireless PCS, LLC's First Information Requests to East Kentucky Network, LLC*. Thank you for your assistance and do not hesitate to contact me if you have any comments or questions concerning this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Pike'.

David A. Pike
Attorney for New Cingular Wireless PCS, LLC

Enclosures

Cc: Dale Wright
John E. Selent

**COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION**

RECEIVED

In the Matter of:

AUG 12 2005

PUBLIC SERVICE
COMMISSION

THE APPLICATION OF)
NEW CINGULAR WIRELESS PCS, LLC)
F/D/B/A BELLSOUTH MOBILITY, LLC,)
FOR ISSUANCE OF A CERTIFICATE OF PUBLIC) CASE NO: 2004-0413
CONVENIENCE AND NECESSITY TO CONSTRUCT)
A WIRELESS COMMUNICATIONS FACILITY AT)
ROUGH AND TOUGH ROAD)
PRESTONSBURG, KENTUCKY 41653 OR, IN THE)
ALTERNATIVE, AN ORDER REQUIRING CO-LOCATION)
ON REASONABLE TERMS AND CONDITIONS)
IN THE WIRELESS COMMUNICATIONS)
LICENSE AREA IN THE COMMONWEALTH OF)
KENTUCKY IN THE COUNTY OF FLOYD)

SITE NAME: BRAINARD

* * * * *

**NEW CINGULAR WIRELESS PCS, LLC's
FIRST INFORMATION REQUESTS TO
EAST KENTUCKY NETWORK, LLC**

New Cingular Wireless PCS, LLC ("Applicant") hereby serves its First Requests for Production of Documents and First Set of Interrogatories to East Kentucky Network, LLC, d/b/a Appalachian Wireless ("EKN" or "Company"), in this proceeding.

DEFINITIONS

1. "You and your" means East Kentucky Network, LLC d/b/a Appalachian Wireless, and its present and former subsidiaries, predecessors in interests, successors in interests, affiliates, present and former members, officers, employees, agents, representatives, directors, and all other persons acting or purporting to act on

behalf of East Kentucky Network, LLC d/b/a Appalachian Wireless, including but not limited to the following: East Kentucky Network Limited Liability Company, Appalachian Wireless, Appalachian Cellular, Mountaineer Cellular, East Kentucky Fiber Ring, Drake Paging, Cumberland Mountain Paging, Appalachian Cellular, LLC, Cellular Services (Inc. and LLC), Cellular Enterprises, LLC, Foothills Rural Telephone Cooperative, Corporation, Inc., Foothills Long Distance, Foothills Telephone Long Distance, Thacker-Grigsby Telephone Company, Inc., Peoples Rural Telephone Cooperative Corporation, Inc., PRTC Long Distance, Gearheart Communications Company, Inc., Appalachian Telephone Company, Coalfields Telephone Company, East Kentucky Internet, Mountain Telecommunications, Inc., Mountain Telecommunications Services, PDNS, LLC, MTS, MTS Long Distance, Mountain Telephone Data Services, and Thoroughbred Internet.

2. "Applicant" means New Cingular Wireless PCS, LLC, d/b/a Cingular Wireless, and its present and former subsidiaries, predecessors in interests, successors in interests, affiliates, present and former members, officers, employees, agents, representatives, directors, and all other persons acting or purporting to act on behalf of New Cingular Wireless PCS, LLC, d/b/a Cingular Wireless.

3. The term "person" means any natural person, corporation, corporate division, limited liability company, partnership, other unincorporated association, trust, government agency, or entity.

4. The term "document" shall have the broadest possible meaning under applicable law. "Document" means every writing or record of every type and description that is in the possession, custody or control of EKN, including, but not

limited to, correspondence, memoranda, drafts, work papers, summaries, stenographic or handwritten notes, studies, publications, books, pamphlets, reports, surveys, minutes or statistical compilations, computer and other electronic records or tapes or printouts, including, but not limited to, electronic mail files; and copies of such writings or records containing any commentary or notation whatsoever that does not appear in the original. The term "document" further includes, by way of illustration and not limitation, schedules, progress schedules, time logs, drawings, computer disks, charts, projections, time tables, summaries of other documents, minutes, surveys, work sheets, drawings, comparisons, evaluations, laboratory and testing reports, telephone call records, personal diaries, calendars, personal notebooks, personal reading files, transcripts, witness statements and indices.

5. The term "referring or relating to" means consisting of, containing, mentioning, suggesting, reflecting, concerning, regarding, summarizing, analyzing, discussing, involving, dealing with, emanating from, directed at, pertaining to in any way, or in any way logically or factually connected or associated with the matter discussed.

6. "And" and "or" as used herein shall be construed both conjunctively and disjunctively and each shall include the other whenever such construction will serve to bring within the scope of these discovery requests any information that would otherwise not be brought within their scope.

7. The singular as used herein shall include the plural, and vice versa, and the masculine gender shall include the feminine and the neuter.

8. The term "communication" means any oral, graphic, demonstrative, telephonic, verbal, electronic, written or other conveyance of information, including, but not limited to, conversations, telecommunications and documents.

9. "Identify" or "identifying" or "identification" when used in reference to a natural person means to state:

- a) the full legal name of the person;
- b) the name, title and employer of the person at the time in question;
- c) the present or last known employer of such person;
- d) the present or last known home and business addresses of the person;
- and
- e) the present home address.

10. "Identify" or "identifying" or "identification" when used in reference to a person other than a natural person means to state:

- a) the full name of the person and any names under which it conducts business;
- b) the present or last known address of the person; and
- c) the present or last known telephone number of the person.

11. "Identify" or "identifying" or "identification" when used in reference to a document means to provide with respect to each document requested to be identified by these discovery requests a description of the document that is sufficient for purposes of a request to produce or a subpoena duces tecum, including the following:

- a) the type of document (e.g., letter, memorandum, etc.);

- b) the date of the document;
- c) the title or label of the document;
- d) the Bates number or other identifier used to number the document for use in litigation;
- e) the identity of the originator;
- f) the identity of each person to whom it was sent;
- g) the identity of each person to whom a copy or copies were sent;
- h) a summary of the contents of the document;
- i) the name and last known address of each person who presently has possession, custody or control of the document; and
- j) if any such document was, but is no longer, in your possession, custody or control or is no longer in existence, state whether it: (1) is missing or lost; (2) has been destroyed; or (3) has been transferred voluntarily or involuntarily, and, if so, state the circumstances surrounding the authorization for each such disposition and the date of such disposition.

12. "Identify," "identifying" or "identity" when used in reference to a communication means to state the date of the communication, whether the communication was written or oral, the identity of all parties and witnesses to the communication, the substance of what was said and/or transpired and, if written, the identity of the document(s) containing or referring to the communication.

13. "Collocation" means locating the antennas and/or related equipment of two (2) or more carriers on the same cellular antenna tower.

14. "Cellular antenna tower" means a tower constructed for, or an existing structure that has been adapted for, the location of transmission or related equipment to be used in the provision of cellular telecommunications services or personal communications services.

15. "Antennas or related equipment" means transmitting, receiving, or other equipment used to support cellular telecommunications service or personal communications service. This definition does not include towers.

16. "Control" means the power to direct the management or policies of a person through ownership, by contract, or otherwise.

17. "Master collocation agreement" means any agreement between two or more persons which provides for the potential collocation of antennas or related equipment on more than one cellular antenna tower or other structure in which one party has an interest and the other party seeks to utilize pursuant to such master collocation agreement and any associated site-specific agreement for wireless communications purposes, or which amends, governs and/or supersedes existing agreements for collocation as may exist between two or more parties.

18. "Collocation agreement" means any lease, sublease, license or other agreement providing for the installation and/or location of wireless communications antennas and/or related equipment of one party on an existing or proposed structure owned, leased, licensed or otherwise controlled by another, whether same is a discrete agreement or subject to a master agreement.

GENERAL INSTRUCTIONS

1. If any response required by way of answer to these Requests for Production and First Set of Interrogatories is considered to contain confidential or protected information, please furnish this information subject to any protective agreement that may be executed by the parties.

2. If any response is withheld under a claim of privilege, please furnish a list of each document for which the privilege is claimed, reflecting the name and address of the person who prepared the document, the date the document was prepared, each person who was sent a copy of the document, each person who has viewed or who has had custody of a copy of the document, and a statement of the basis on which the privilege was claimed.

3. These Requests for Production First Set of Interrogatories are to be answered with reference to all information in your possession, custody or control or reasonably available to you. These Requests for Production First Set of Interrogatories are intended to include requests for information that is physically within EKN's possession, custody or control as well as in the possession, custody or control of EKN's agents, attorneys, or other third parties from which such information may be obtained.

4. If any Requests for Production and First Set of Interrogatories cannot be responded in full, answer to the extent possible and specify the reason for your inability to respond fully. If you object to any part of a Request for Production and First Set of Interrogatories, answer all parts of the request to which you do not object,

and as to each part to which you do object, separately set forth this specific basis for the objection.

5. These Requests for Production and First Set of Interrogatories are continuing in nature and require supplemental responses should information unknown to you at the time you serve your responses to these requests subsequently become known or should your initial response be incorrect or untrue.

6. To the extent EKN has previously provided a response to any Request for Production and First Set of Interrogatories, which prior response is responsive to any of the following Requests for Production and First Set of Interrogatories, in Kentucky or any other state in proceedings in which Applicant and EKN are parties, EKN need not respond to such request again, but rather may respond to such request by identifying the prior response to such request by state, proceeding, docket number, date of response, and the number of such response. If such prior response does not respond to the Request for Production contained below in its entirety, you should provide all additional information necessary to make your responses to these Requests for Production complete.

7. For each Interrogatory, provide the name of the company witness(es) or employee(s) responsible for compiling and providing the information contained in each answer.

8. Careful attention shall be given to copied material to ensure its legibility.

INTERROGATORIES

1. Identify all present and former subsidiaries, predecessors in interests, successors in interests, present and former affiliates, present and former members, of East Kentucky Network, LLC d/b/a Appalachian Wireless.

Response:

2. Identify all present and former officers, employees, agents, representatives, directors, and all other persons acting or purporting to act on behalf of East Kentucky Network, LLC d/b/a Appalachian Wireless with duties directly deriving from or relating to collocation.

Response:

3. Public records indicate that your antennas and equipment have been collocated on cellular antenna towers owned or operated by Hour of Harvest, Inc.; New Par; SBA Properties, Inc.; Joe H. Martin d/b/a J & N Electronic; MidAmerica Towers; American Towers, Inc.; Highland Communications, Inc.; RBJ Communications; Cincinnati Communications; TV Service Inc.; Radioland Inc.; Inter Mountain Cable Inc.; Elby Partnership Limited; Mountain Rural Telephone Coop; WYMT Licensee Corp.; BellSouth Telecommunications, Inc.; Appalachian Cellular General Partnership; Mountaineer Cellular General Partnership; Mountaineer Cellular, LLC; Mountain Communications, Inc. In respect each collocation please:

(a) provide the street address, including the city and state in which the cellular antenna tower is located;

(b) provide the coordinates (latitude, longitude, and datum) where the cellular antenna tower is located;

(c) provide the amount of the per month rental, if any;

- (d) provide the amount of the per month collocation fee, if any;
- (e) provide the fees per month for each antenna installed or maintained on the tower or property;
- (f) provide the fees per month or rate per foot for each coaxial cable installed or maintained on the tower or property;
- (g) provide the monthly fees for each satellite dish installed or maintained on the tower or property;
- (h) identify each member, employee, officer, director, managing agent, or other persons with knowledge of the subject matter;
- (i) state whether there is a master collocation agreement between the parties;
- (j) state the amount of any lump sum up-front fees;
- (k) state the amount of any fees for access/utility easements;
- (l) describe any other fees not previously set out hereinabove;
- (m) identify with particularity any written documents related to the terms of the collocation.

Response:

4. In respect to any collocation of your antennas or related equipment on a cellular antenna tower which was not identified in the previous interrogatory, for each state as follows:

- (a) provide the street address, including the city and state in which the cellular antenna tower is located;

- (b) provide the coordinates (latitude, longitude, and datum) where the cellular antenna tower is located;
- (c) provide the amount of the per month rental, if any;
- (d) provide the amount of the per month collocation fee, if any;
- (e) provide the fees per month for each antenna installed or maintained on the tower or property;
- (f) provide the fees per month or rate per foot for each coaxial cable installed or maintained on the tower or property;
- (g) provide the monthly fees for each satellite dish installed or maintained on the tower or property;
- (h) identify each member, employee, officer, director, managing agent, or other persons with knowledge of the subject matter;
- (i) state whether there is a master collocation agreement between the parties;
- (j) state the amount of any lump sum up-front fees;
- (k) state the amount of any fees for access/utility easements;
- (l) describe any other fees not previously set out hereinabove;
- (m) identify the owner of the tower;
- (n) identify with particularity any written documents related to the terms of the collocation.

Response:

5. In respect to each collocation of antennas or related equipment owned by another company on your cellular antenna towers, for each state as follows:

- (a) identify the owner of the antennas or related equipment;
- (b) provide the street address, including the city and state in which the cellular antenna tower is located;
- (d) provide the coordinates (latitude, longitude, and datum) where the cellular antenna tower is located;
- (e) provide the amount of the per month rental, if any;
- (f) provide the amount of the per month collocation fee, if any;
- (g) provide the fees per month for each antenna installed or maintained on the tower or property;
- (h) provide the fees per month or rate per foot for each coaxial cable installed or maintained on the tower or property;
- (i) provide the monthly fees for each satellite dish installed or maintained on the tower or property;
- (j) identify each member, employee, officer, director, managing agent, or other persons with knowledge of the subject matter;
- (k) state whether there is a master license collocation agreement between the parties;
- (l) state the amount of any lump sum up-front fees;
- (m) state the amount of any fees for access/utility easements;
- (n) describe any other fees not previously set out hereinabove;
- (o) identify with particularity any written documents related to the terms of the collocation.

Response:

6. In respect to any collocation agreement in which you are a party and which has not been identified in the previous interrogatories, for each state as follows:

- (a) identify all parties to the agreement;
- (b) provide the name, address, and telephone number of the owner of the cellular antenna tower;
- (c) provide the street address, including the city and state in which the cellular antenna tower is located;
- (d) provide the coordinates (latitude, longitude, and datum) where the cellular antenna tower is located;
- (e) provide the amount of the per month rental, if any;
- (f) provide the amount of the per month collocation fee, if any;
- (g) provide the fees per month for each antenna installed or maintained on the tower or property;
- (h) provide the fees per month or rate per foot for each coaxial cable installed or maintained on the tower or property;
- (i) provide the monthly fees for each satellite dish installed or maintained on the tower or property;
- (j) identify each member, employee, officer, director, managing agent, or other persons with knowledge of the subject matter;
- (k) state whether there is a master collocation agreement between the parties;
- (l) state the amount of any lump sum up-front fees;
- (m) state the amount of any fees for access/utility easements;

(n) describe any other fees not previously setout hereinabove;

(o) identify with particularity any written documents related to the terms of the collocation.

Response:

7. Describe with particularity your collocation policy for cellular antenna towers owned or operated by East Kentucky Network, LLC d/b/a Appalachian Wireless.

Response:

8. In respect to your response to Interrogatory No. 7, please identify any documents in your possession, custody or control that discuss, evaluate, analyze or otherwise relate to your collocation policy.

Response:

9. In respect to your answer to Interrogatory No. 7, identify each member, employee, officer, director, managing agent, or other persons with knowledge of the subject matter.

REQUESTS FOR PRODUCTION

1. Produce all documents identified in response to the First Set of Interrogatories propounded to East Kentucky Network, LLC d/b/a Appalachian Wireless.

Response:

2. Produce each collocation agreement in which you are a party, each agreement which relates to the collocation of your antennas or related equipment on a tower owned by another company, and each agreement which relates to the

collocation of another company's antennas or related equipment on a cellular antenna towers owned by you .

Response:

3. Produce each master agreement or similar agreement relating to collocation in which you are a party.

Response:

4. Produce all documents identified in your response to Interrogatory No. 3.

Response:

5. Produce all documents identified in your response to Interrogatory No. 4.

Response:

6. Produce all documents identified in your response to Interrogatory No. 5.

Response:

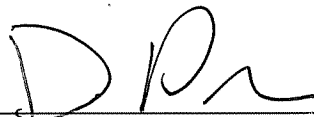
7. Produce all documents identified in your response to Interrogatory No. 6.

Response:

8. Produce all documents identified in your response to Interrogatory No. 8.

Response:

Respectfully submitted,



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1578 Highway 44 East, Suite 6
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Shepherdsville, KY 40165-0369
Telephone: (502) 955-4400
Telefax: (502) 543-4410
Attorney for New Cingular Wireless PCS, LLC

CERTIFICATE OF SERVICE

It is hereby certified that a true copy of the foregoing *New Cingular Wireless PCS, LLC's First Information Requests to East Kentucky Network, LLC* was mailed this 11th day of August, 2005, to John E. Selent and Holly C. Wallace, Dinsmore & Shohl, LLP, 1400 PNC Plaza, 500 West Jefferson Street, Louisville, Kentucky 40202, attorneys for East Kentucky Network.