

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

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PUBLIC SERVICE  
COMMISSION

In the Matter of:

Petition of Ballard Rural Telephone Cooperative )  
Corporation, Inc. for Arbitration of Certain Terms )  
and Conditions of Proposed Interconnection )  
Agreement With American Cellular f/k/a ACC )  
Kentucky License LLC, Pursuant to the )  
Communications Act of 1934, as Amended by the )  
Telecommunications Act of 1996 )

Case No. 2006-00215

Petition of Duo County Telephone Cooperative )  
Corporation, Inc. for Arbitration of Certain Terms )  
and Conditions of Proposed Interconnection )  
Agreement With Cellco Partnership d/b/a Verizon )  
Wireless, GTE Wireless of the Midwest )  
Incorporated d/b/a Verizon Wireless, and )  
Kentucky RSA No. 1 Partnership d/b/a Verizon )  
Wireless, Pursuant to the Communications Act of )  
1934, as Amended by the Telecommunications Act )  
of 1996 )

Case No. 2006-00217

Petition of West Kentucky Rural Telephone )  
Cooperative Corporation, Inc. for Arbitration of )  
Certain Terms and Conditions of Proposed )  
Interconnection Agreement with American )  
Cellular Corporation f/k/a ACC Kentucky License )  
LLC, Pursuant to the Communications Act of )  
1934, as Amended by the Telecommunications Act )  
of 1996 )

Case No. 2006-00220

Petition of Logan Telephone Cooperative, Inc. For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement with American Cellular f/k/a ACC Kentucky License LLC, Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996

Case No. 2006-00218

**RESPONSE OF ALLTEL COMMUNICATIONS, INC. TO THE INTERROGATORIES AND REQUESTS FOR PRODUCTION OF DOCUMENTS SUBMITTED BY BALLARD, DUO COUNTY, LOGAN, AND WEST KENTUCKY**

Alltel Communications, Inc. ("Alltel") hereby files this response to the "Interrogatories and Requests for Production of Documents to CMRS Carriers" served on Alltel by Ballard Rural Telephone Cooperative Corporation, Inc. ("Ballard"), which were adopted and served on Alltel by Duo County Telephone Cooperative Corporation, Inc. ("Duo County"), West Kentucky Rural Telephone Cooperative Corporation, Inc. ("West Kentucky") and Logan Telephone Cooperative, Inc. ("Logan") (collectively, the RLECs").

**I. INTERROGATORIES**

1. Identify each person who participated in the consideration and preparation of your answers to these Discovery Requests and identify to which particular Discovery Request each person was involved in answering.

**ANSWER:** Mr. Ron L. Williams.

2. Identify all persons you intend to call as witnesses at the October 16-18, 2006 evidentiary hearing in the above styled matter (the "Evidentiary Hearing").

**ANSWER:** Alltel presently anticipates calling one witness during the Evidentiary Hearing; however final witness selection and number of witnesses has not been determined. Witness identity, the substance of testimony, as well as documents used, referenced or relied upon in such testimony will be provided when pre-filed testimony is submitted.

3. For each person identified in response to Interrogatory No.2 above, state the facts

known and substance of his/her expected testimony at the Evidentiary Hearing.

**ANSWER:** See answer 2.

4. Identify all documents that each person identified in response to Interrogatory No. 2 above intends to use, reference, or rely upon during his/her testimony at the Evidentiary Hearing.

**ANSWER:** See answer 2.

5. Identify each person you will or may call as an expert or to offer any expert testimony at the Evidentiary Hearing in this matter.

**ANSWER:** See answer 2.

6. For each person identified in response to Interrogatory No.5 above, state all facts known and opinions held by that person with respect to this proceeding, identifying all written reports of the expert containing or referring to those facts or opinions.

**ANSWER:** See answer 2.

7. Identify all potential Intermediary Carriers with and through whom the CMRS Carriers have contemplated exchanging traffic with the petitioner in this matter.

**ANSWER:** With respect to the exchange of Section 251(b)(5) traffic between Alltel and Ballard, Duo County, South Central and West Kentucky , BellSouth Telecommunications is the only potential intermediary carrier currently contemplated.

8. With respect to each Intermediary Carrier identified in response to Interrogatory No. 7, above, identify and describe in detail all existing arrangements pursuant to which the Intermediary Carrier has agreed to transit traffic between the CMRS Carriers and the petitioner in this matter. Such detailed description shall include, but not be limited to, all physical and financial terms and conditions associated with the proposed transit of traffic through or across the Intermediary Carrier's network.

**ANSWER:** The Interconnection Agreement between Alltel and BellSouth which is publicly available is on file with this Commission and on the website of BellSouth

located at [http://162.114.3.165/PSCICA/1997/1997-292/00471-AM\\_091604.pdf](http://162.114.3.165/PSCICA/1997/1997-292/00471-AM_091604.pdf).

9. State whether it is the CMRS Providers' position(s) that the exchange of traffic through an Intermediary Carrier should be required regardless of the volume of traffic exchanged between the parties. If this is not the position of the CMRS Providers, describe in detail the circumstances (including, but not limited to the appropriate traffic volume threshold and/or transit cost threshold) under which the exchange of traffic through an Intermediary Carrier should not be required of the parties.

**ANSWER:** Pursuant to 47 U.S.C. § 251(a)(1), Petitioners are required to interconnect either directly or indirectly with all requesting carriers – at the option of the requesting carrier. No threshold is provided by the statute or FCC rules.

10. Identify all rates for transport and termination of traffic proposed by the CMRS Carriers. If the CMRS Carriers do not propose a rate for transport and termination of traffic, explain in detail the basis for that failure to propose such rates, and explain in detail the basis by which the CMRS Carriers would propose that the Commission resolve the existing dispute with respect to such rates.

**ANSWER:** The rate should be zero based on a bill and keep arrangement if the traffic is not shown to be imbalanced, is minimal in volume, the RLEC provides a bill and keep arrangement to others for 251(b)(5) traffic, or the RLEC fails to establish via FCC Rule compliant costs studies that any rates it proposes are TELRIC based. Petitioners have the burden of proposing transport and termination rates and supporting them with appropriate cost studies and proving that the traffic is not in balance. Petitioners have failed to meet that burden, and therefore rates, if any, for each Petitioner should be established in conformity with 47 C.F.R. § 51.715 and subsections. Any rate should remain in effect, without true-up, until each Petitioner presents a proper cost study and establishes a transport and termination rate consistent with FCC Rules.

11. Identify the proposed default intraMTA and interMTA traffic factors that the CMRS Carriers propose be included in the interconnection agreement resulting from this arbitration, and explain in detail the means by which the CMRS Carriers have determined those factors. If the CMRS Carriers do not propose default intraMTA and interMTA traffic factors,

explain in detail the basis for that failure to propose such traffic factors.

**ANSWER:** IntraMTA traffic factors should be established based on actual traffic studies. If actual data is not presented to demonstrate the existence of more than minimal traffic exchanged between the parties and that an imbalance of traffic exists, then no traffic factor should be established in an agreement. Present information indicates that such is the case and no factor can or should be established.

The traffic that Alltel transports across MTA boundaries for delivery to the four Petitioners that have filed arbitration petitions against Alltel is either nonexistent or *de minimis*. Therefore, the interMTA factor with those four Petitioners should be zero percent (0%).

12. Explain in detail the CMRS Carriers' rationale for concluding that the traffic volume forecasts proposed by the petitioner in this matter "are unnecessary," (*see* CMRS Providers' Issues Matrix at Issue 24), and explain in detail how the CMRS Carriers propose to plan for adequate network capacity if such forecasts are not utilized.

**ANSWER:** In the case of indirect interconnection, forecasts to a Petitioner are unnecessary, because there is no direct interconnection facility to be sized. Whenever direct facilities are established with an individual Petitioner, Alltel and the Petitioner should mutually agree upon the size of the facility. If traffic thereafter increases, the parties should assess when an increase in the size of the facility is prudent. Forecasts may be useful in the latter process; however, at present, Alltel has established no direct interconnection facility with any Petitioner. Thus, forecasts at present are unnecessary.

13. For each month during the period from May 1, 2004 through the present date, identify the CMRS Carriers' respective minutes of usage ("MOU") delivered to, and received from the petitioner in this matter.

**ANSWER:** Alltel does not maintain this data in its normal course of business. Presently Alltel has limited ability to measure traffic for intercarrier billing purposes. Alltel has the ability to conduct special traffic studies on historical usage data, but such data are typically kept for less than ninety days, because of the huge size of the data set involved. Alltel's determination of such would be based on Petitioners' invoices, which are already in Petitioners' possession. Further, it should be noted that Alltel's operations in Kentucky that may exchange traffic with these Petitioners were acquired by Alltel in May 2005 and no historical traffic data prior to acquisition was made available to Alltel.

14. For each month from the present date through the end of 2006, identify the CMRS Carriers' respective, forecast MOU to be delivered to the petitioner in this matter.

**ANSWER:** Alltel has not conducted any such forecasts and has none in its possession.

15. For each Intermediary Carrier identified in response to Interrogatory No. 7, above, identify all per minute transit and other charges (each identified separately) that such Intermediary Carrier has contractually agreed or is otherwise anticipated to assess against each respective CMRS Carrier.

**ANSWER:** See response 8.

16. For each Intermediary Carrier identified in response to Interrogatory No. 7, above, identify all per minute transit and other charges (each identified separately) that such Intermediary Carrier has contractually agreed or is otherwise anticipated to assess against petitioner in this matter.

**ANSWER:** Alltel is not aware of the contractual arrangements between Petitioners and BellSouth.

17. Identify all agreements, arrangements, rebates, or other formal or informal understandings between the CMRS Carriers and any potential Intermediary Carriers pursuant to which the CMRS Carriers would receive any amount or kind of financial or other incentive from the Intermediary Carrier as the volume of minutes transiting the Intermediary Carrier to or from the CMRS Carriers increases.

**ANSWER:** None.

18. State whether any of the CMRS Carriers have a direct or indirect ownership interest in any proposed Intermediary Carrier(s). If any CMRS Carrier answers in the affirmative, identify the CMRS Carrier, the proposed Intermediary Carrier, and the nature and extent of the ownership interest.

**ANSWER:** None.

19. Identify and explain in detail all financial, technical, operational, and other

factors the CMRS Carriers believe support their position that they should be entitled to utilize an Intermediary Carrier to exchange traffic with the petitioner in this matter.

**ANSWER:** Alltel objects to the relevance of such information, but without waiving such objects states that network efficiency and cost of trunks support the establishment of indirect interconnection. 47 U.S.C. § 251(a)(1) requires all telecommunications carriers, including Petitioners herein, “to interconnect directly or indirectly with the facilities and equipment of other telecommunications carriers.”

20. For each respective CMRS Carrier, identify all States or Commonwealths in which the such CMRS Carrier has either (i) voluntarily agreed; or (ii) been ordered to exchange traffic with Rural Telephone Companies at rates other than TELRIC-based rates. For each such State or Commonwealth, identify the Rural Telephone Companies with whom such CMRS Carrier exchanges traffic at rates other than TELRIC-based rates, identify the rate at which traffic is exchanged with such Rural Telephone Company, and identify the manner in which the rate was derived.

**ANSWER:** Alltel has not been ordered by any state commission to exchange traffic with Rural Telephone Companies at non-TELRIC rates other than through state commission orders approving voluntary rate agreements with Rural Telephone Companies. Voluntary negotiated agreements have not been based upon cost studies and thus have not involved references to TELRIC. Alltel does not know if its voluntary agreements are at rates comparable, or not comparable, to rates for a specific carrier that would be produced by a TELRIC study specific to that carrier.

21. For each respective CMRS Carrier, identify all States or Commonwealths in which the CMRS Carrier has either (i) voluntarily agreed; or (ii) been ordered to exchange traffic with Rural Telephone Companies at TELRIC-based rates. For each such State or Commonwealth, identify the Rural Telephone Companies with whom such CMRS Carrier exchanges traffic at TELRIC-based rates, identify the rate at which traffic is exchanged with such Rural Telephone Company, and identify both the date of and the consultant(s) that prepared the TELRIC-study from which such rate was derived.

**ANSWER:** Rural LECs have been required or have filed costs studies which they have asserted are TELRIC in the states of Nebraska, Michigan, Oklahoma, Missouri, and others.

The Oklahoma Commission, after requiring TELRIC-based studies, ordered the parties to exchange traffic on a bill and keep basis, because the Independent Telephone Companies had not overcome the presumption that traffic was roughly balanced. Voluntary agreements have not been expressly based upon cost studies and therefore, it is not known whether voluntary agreements are at rates comparable, or not comparable, to rates for a specific carrier that would be produced by that carriers' TELRIC study.

22. Identify all Intermediary Carriers with which the CMRS Carriers have existing, direct network connectivity in Kentucky.

**ANSWER:** BellSouth Telecommunications and Windstream Kentucky, Inc.

23. Describe in detail all rates and other charges that the CMRS Carriers propose to assess against the petitioner in this matter if the parties exchange traffic: (i) through direct connection of their respective networks; and (ii) through an Intermediary Carrier.

**ANSWER:** Alltel anticipates that any rate adopted will be both reciprocal and symmetrical in its application to the Parties. Also, see response to Interrogatory 10 above.

In the case of any future two-way direct interconnection that is implemented, Alltel also proposes that the four Petitioners pay a proportionate share of the cost of the direct interconnection facilities, based upon the ratio of landline-originated to wireless-originated traffic on those facilities.

24. With respect to all Intermediary Carriers identified in response to Interrogatory No. 7, describe in detail the financial (including, but not limited to applicable rates and charges) and operational (including, but not limited to provision of traffic billing data) terms and conditions that would be imposed by such Intermediary Carriers upon petitioner in this matter if petitioner was required to exchange traffic with the CMRS Carriers through such Intermediate Carriers.

**ANSWER:** Alltel does not know what terms, conditions and rates, if any, that would be negotiated between Petitioners and an intermediary carrier.

25. Identify the actual intraMTA and interMTA traffic factors that the CMRS Carriers propose be included in the interconnection agreement resulting from this arbitration, and explain in detail the means by which the CMRS Carriers have determined those factors. If the



CMRS Carriers do not propose intraMTA and interMTA traffic factors, explain in detail the basis for that failure to propose such traffic factors.

**ANSWER:**

Alltel proposes that at such time, if ever, that an arrangement other than bill and keep is determined appropriate and more than nominal traffic is exchanged between the parties, then intraMTA traffic factors should be based on the actual traffic exchanged between Alltel and each of the four Petitioners.

Similarly, because the traffic that Alltel transports across MTA boundaries for delivery to the four Petitioners that have filed arbitration petitions against Alltel is either nonexistent or *de minimis*, the actual interMTA factor with those four Petitioners should be zero percent (0%).

**IV. REQUESTS FOR PRODUCTION OF DOCUMENTS**

1. Produce all documents identified in, referenced, referred to, reviewed, consulted, or relied upon in any way in responding to any of the Interrogatories or Requests for Admission propounded herein.

**RESPONSE:** No documents other than those identified above that are publicly available were consulted or relied upon.

2. Produce all documents that you plan to introduce or use as exhibits at the Evidentiary Hearing.

**RESPONSE:** At present, Alltel has not decided what documents will be used at hearing. All documents supporting testimony will be attached to the pre-filed testimony. Any other such documents will be supplied pursuant to a supplemental response to this request.

3. Produce all documents that support the opinion of any expert who has been identified, and attach all documents such expert relied upon in forming his/her opinions and all documents that the expert reviewed, whether or not the documents were relied upon in forming his/her opinions.

**RESPONSE:** None identified presently. Answer will be supplemented as appropriate.

4. Produce the *curriculum vitae* of each expert witness and fact witness you expect

to testify on your behalf at the Evidentiary Hearing.

**RESPONSE:** Information will be provided with any expert's testimony and response will be supplemented as appropriate.

5. Produce all documents relied upon by each expert witness you expect to testify on your behalf at the Evidentiary Hearing.

**RESPONSE:** See response to Interrogatory 2. Response will be supplemented as appropriate.

6. Produce all documents that refer to, relate to, or evidence any evaluation, analyses, studies, or reports made by, tests performed by, or conclusions reached by any expert witness you expect to testify on your behalf at the Evidentiary Hearing.

**RESPONSE:** See response to Interrogatory 2. Response will be supplemented as appropriate.

7. Produce all photographs, drawings, videotapes, electronic presentations (for example, Power Point presentations), blueprints or other demonstrative documents in your possession or of which you are aware relating to the subject matter of the above styled case.

**RESPONSE:** Nothing at this time. This response will be updated as appropriate.

8. Produce all photographs, drawings, videotapes, electronic presentations (for example, Power Point presentations), blueprints or other demonstrative documents that you intend to use at the Evidentiary Hearing.

**RESPONSE:** Alltel has not decided what documents to use at hearing. All such documents supporting testimony will be filed as part of the testimony. As to any other documents that Alltel may decide to use at hearing, this response will be updated as appropriate.

9. Produce all arbitration proceeding orders in your possession in which a state public utility commission has ordered that CMRS Carriers exchange traffic with Rural Telephone Companies at rates other than TELRIC-based rates.

**RESPONSE:** None.

10. Produce all documents that refer to, relate to, or otherwise reference the CMRS Carriers' agreements, understandings, and/or contractual relationships with the Intermediary Carriers identified in response to Interrogatory No. 7.

**RESPONSE:** Alltel's interconnection agreement with BellSouth is on file at the Kentucky Public Service Commission and available to the public. The document is available from the Commission website at [http://162.114.3.165/PSCICA/1997/1997-292/00471-AM\\_091604.pdf](http://162.114.3.165/PSCICA/1997/1997-292/00471-AM_091604.pdf).

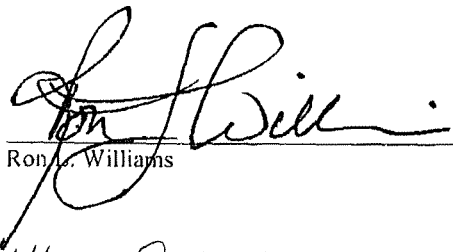
**Verification**

**AFFIDAVIT OF RON L. WILLIAMS**

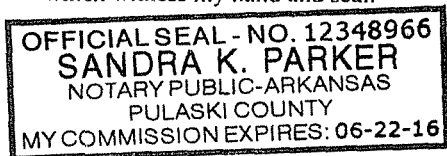
BEFORE ME, the undersigned authority, on this 6th day of September, 2006, personally appeared Ron L. Williams, who being by me duly sworn on oath deposed and said:

1. My name is Ron L. Williams. My position is Vice President - Interconnection.
2. I have prepared the responses to the attached Interrogatories and Requests for Production of Documents.
3. To the best of my knowledge, these responses are true and correct.

Further Affiant sayeth not.

  
\_\_\_\_\_  
Ron L. Williams

Sworn to and subscribed to before me this 6<sup>th</sup> day of September, 2006, to certify which witness my hand and seal.



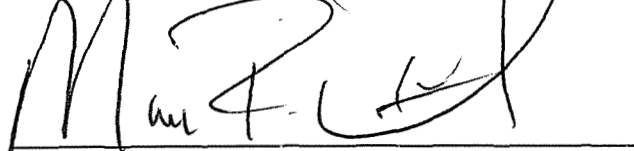
  
\_\_\_\_\_  
Sandra K Parker

My Commission Expires: 6-22-16.

This 7<sup>th</sup> day of September, 2006.

Respectfully submitted,

STITES & HARBISON

A handwritten signature in black ink, appearing to read "Mark R. Overstreet", written over a horizontal line. The signature is stylized and somewhat cursive.

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COUNSEL FOR ALLTEL COMMUNICATIONS,  
INC.

## CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing Response of Alltel Communications, Inc. to the Interrogatories and Request for Production of Documents Submitted by Ballard, Duo County, Logan and West Kentucky was served via United States First Class Mail, postage prepaid, upon:

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on this the 7<sup>th</sup> day of September, 2006.

A handwritten signature in black ink, appearing to read 'Mark R. Overstreet', written over a horizontal line.

Mark R. Overstreet