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September 7, 2006

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SEP 07 2006

PUBLIC SERVICE
COMMISSION

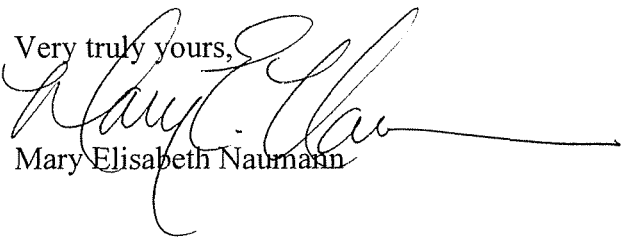
Hon. Beth O'Donnell
Executive Director
Public Service Commission
211 Sower Blvd.
P. O. Box 615
Frankfort, Kentucky 40601

Re: *Petition of South Central Rural 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. 2006-00255*

Dear Ms. O'Donnell:

Enclosed please find the original and eleven copies of the Response of Cingular Wireless to the Interrogatories and Requests for Production of Documents Submitted by Ballard, Duo County, South Central and West Kentucky to be filed in the above-referenced matter. Please return one file-stamped copy to the person delivering this document to you.

Thank you and please contact me if you have any questions.

Very truly yours,

Mary Elisabeth Naumann

MEN/pom
Enclosures

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

RECEIVED

SEP 07 2006

PUBLIC SERVICE
COMMISSION

In the Matter of:

Petition of South Central Rural 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. 2006-00255

**RESPONSE OF CINGULAR WIRELESS TO THE INTERROGATORIES AND
REQUESTS FOR PRODUCTION OF DOCUMENTS SUBMITTED BY BALLARD, DUO
COUNTY, SOUTH CENTRAL AND WEST KENTUCKY**

New Cingular Wireless PCS, LLC, successor to BellSouth Mobility LLC, BellSouth Personal Communications LLC and Cincinnati SMSA Limited Partnership d/b/a Cingular Wireless (“Cingular Wireless” or “Cingular”) hereby files this response to the “Interrogatories and Requests for Production of Documents to CMRS Carriers” served on Cingular by Ballard Rural Telephone Cooperative Corporation, Inc. (“Ballard”), which were adopted and served on Cingular by Duo County Telephone Cooperative Corporation, Inc. (“Duo County”), West Kentucky Rural Telephone Cooperative Corporation, Inc. (“West Kentucky”) and South Central Rural Telephone Cooperative Corporation, Inc. (“South Central”).

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: William H. Brown, Senior Interconnection Manager for Cingular Wireless,

5565 Glenridge Connector, Suite 1520, Atlanta, Georgia 30342. Office Phone: 404-236-6490.

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: While Cingular intends to call at least one witness during the Evidentiary Hearing, witness(es) selection has not been made. 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 on September 29th.

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: Answer is limited to the exchange of Section 251(b)(5) traffic between Cingular and Ballard, Duo County, South Central and West Kentucky – the only

Petitioners filing petitions against Cingular: BellSouth Telecommunications.

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: Interconnection Agreement between Cingular and BellSouth. Cingular currently agrees to pay BellSouth a transit fee of \$0.003/MOU for all mobile-originated traffic that transits a BellSouth switch and terminates to another carrier.

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.

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: Under FCC Rules, Petitioners have the burden of proposing transport and termination rates and supporting them with appropriate cost studies. In this case, since Petitioners have failed to meet that burden, it is Cingular's position that the transport and termination rate for each Petitioner should be established in conformity with 47 C.F.R. §

51.715 and subsections. Such 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. Pursuant to 47 C.F.R. § 51.711(a)(1), the rate Cingular charges each RLEC will be symmetrical with the rate established by each RLEC. Cingular does not intend to establish asymmetrical rates.

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: Cingular is proposing actual intraMTA traffic factors rather than default factors. See answer to Interrogatory 25. Cingular derived these factors from traffic studies conducted upon 30 days' historical usage. Cingular does not have the ability to measure traffic on a real-time basis for intercarrier billing purposes.

The traffic that Cingular transports across MTA boundaries for delivery to the four Petitioners that have filed arbitration petitions against Cingular is either nonexistent or *de minimis*. Therefore, the default interMTA factor in Cingular's contracts 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, Cingular's forecasts to a Petitioner are unnecessary, because there is no direct interconnection facility to be sized. Whenever Cingular establishes direct facilities with an individual Petitioner, Cingular and the Petitioner will mutually agree upon the size of the facility. If traffic thereafter increases, Cingular will increase the size of the facility. Forecasts may be useful in this process. However, at present, Cingular 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: Cingular lacks the ability to measure traffic on a real-time basis for intercarrier billing purposes. Cingular does have the ability to conduct traffic studies on historical usage data, but such data are kept for only approximately thirty days, because of the huge size of the data set involved. Thus, Cingular can determine the information requested only from Petitioners' invoices, which are already in Petitioners' possession.

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: Cingular objects to this interrogatory on the grounds of relevancy. Without waiving that objection, Cingular states that it 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: Cingular is unaware 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. BellSouth Corporation owns BellSouth Telecommunications (an intermediary carrier) and also is a partial owner of Cingular.

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: Network efficiency and cost of trunks support the establishment of indirect interconnection between Cingular and those Petitioners with which Cingular exchanges only small amounts of traffic. Accordingly, 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: Cingular has not been ordered by any state commission to exchange traffic with Rural Telephone Companies at non-TELRIC rates. Cingular's voluntary rate agreements with Rural Telephone Companies have not been based upon cost studies and thus have not involved references to TELRIC. Therefore, Cingular 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.

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: The Commissions of Oklahoma, Missouri and California have all required rural local exchange carriers to prepare TELRIC studies to support transport and termination rates charged to Cingular.

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. The independent companies involved were:

Atlas Telephone Company
Beggs Telephone Company
Bixby Telephone Company
Canadian Valley Telephone Company
Carnegie Telephone Company
Central Oklahoma Telephone Company
Cherokee Telephone Company
Chickasaw Telephone Company
Cimarron Telephone Company
Cross Telephone Company
Dobson Telephone Company
Grand Telephone Company
Hinton Telephone Company
KanOkla Telephone Association
McLoud Telephone Company
Medicine Park Telephone Company
Oklahoma Telephone & Telegraph
Oklahoma Western Telephone Company
Panhandle Telephone Cooperative, Inc.
Pinnacle Communications
Pioneer Telephone Cooperative, Inc.
Pottawatomie Telephone Company
Salina-Spavinaw Telephone Company
Santa Rosa Telephone Cooperative, Inc.
Shidler Telephone Company
South Central Telephone Association
Southwest Oklahoma Telephone Company
Terral Telephone Company
Valliant Telephone Company

In Missouri, the following TELRIC-based rates were ordered for the following independent companies:

BPS: \$0.0093/MOU
Cass County: \$0.0088/MOU
Citizens: \$0.0073/MOU
Craw-Kan: \$0.0257/MOU
Ellington: \$0.0277/MOU
Farber: \$0.0180/MOU
Goodman: \$0.0168/MOU
Granby: \$0.0054/MOU
Grand River: \$0.0209/MOU
Green Hills: \$0.0269/MOU
Holway: \$0.0383/MOU
Iamo: \$0.0410/MOU
Kingdom: \$0.0230/MOU
Kim: \$0.0212/MOU
Lathrop: \$0.0069/MOU
Le-Ru: \$0.0166/MOU
Mark Twain: \$0.0289/MOU
McDonald: \$0.0083/MOU
Miller: \$0.0072/MOU
New Florence: \$0.0079/MOU
Oregon Farmers: \$0.0108/MOU
Ozark: \$0.0179/MOU
Peace Valley: \$0.0166/MOU
Rock Port: \$0.0273/MOU
Seneca: \$0.0073/MOU
Steelville: \$0.0095/MOU

In Missouri, the TELRIC studies were prepared by Mr. Robert Schoonmaker, the independent companies' expert witness.

In California, the following independent companies were required to produce TELRIC-studies, which were performed by Mr. Chad Duval, the independent companies' expert witness. Hearing in the California matter was held in July, 2006, and the parties are currently preparing post-hearing briefs. A decision has not yet been rendered in California, establishing final rates.

Calaveras
Cal-Ore
Ducor
Foresthill
Global Valley
Kerman
Pinnacles
Ponderosa
Sierra
Siskiyou
Volcano

Cingular's voluntary rate agreements have not been based upon cost studies and thus have not involved references to TELRIC. Therefore, Cingular 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.

22. Identify all Intermediary Carriers with which the CMRS Carriers have existing,

direct network connectivity in Kentucky.

ANSWER: BellSouth Telecommunications and AllTel.

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: In the case of both direct and indirect interconnection, Cingular proposes to assess the following charge against the four Petitioners that filed arbitration petitions against Cingular: Transport and termination charges for all intraMTA traffic originated by Petitioners' end users and terminated by Cingular, based upon Petitioners' forward-looking, economic, incremental costs.

In the case of direct interconnection only, Cingular 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: Cingular does not know what terms, conditions and rates, if any, 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:

Cingular proposes the following intraMTA traffic factor for the four Petitioners that

have filed arbitration petitions against Cingular, based on measurements of actual traffic exchanged between Cingular and those four Petitioners. Cingular has the ability to perform traffic studies on historical data but lacks the capability of measuring traffic on a real-time basis for intercarrier billing.

Ballard: 56% Wireless-Originated / 44% Wireline-Originated

Duo County: 88% Wireless-Originated / 12% Wireline-Originated

West Kentucky: 58% Wireless-Originated / 42% Wireline-Originated

South Central: 73% Wireless-Originated / 27% Wireline-Originated

The traffic that Cingular transports across MTA boundaries for delivery to the four Petitioners that have filed arbitration petitions against Cingular is either nonexistent or *de minimis*. Therefore, the actual interMTA factor in Cingular's contracts 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: Cingular will produce to Petitioners the spreadsheet of Cingular's intraMTA traffic study with Petitioners. Cingular has redacted from that spreadsheet the names and traffic data of companies that have not filed arbitration petitions against Cingular. The usage data (in seconds) contained in that spreadsheet are confidential and should be treated pursuant to the terms of the Protective Agreement executed by the Parties herein.

Cingular will file with the Commission a further redacted spreadsheet in which all usage data (in seconds) have been redacted for the Petitioners that have filed arbitration petitions against Cingular.

No other documents 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, Cingular has not decided what documents will be used at hearing. All documents supporting testimony will be attached to the pre-filed testimony. Any other documents Cingular may decide to use at hearing 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: No expert as yet identified. 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: See response to Interrogatory 2. 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 beyond the traffic study produced in response to No. 1. 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: Except for the traffic study produced in response to No. 1, Cingular 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 Cingular 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: Cingular's interconnection agreement with BellSouth is on file at the Kentucky Public Service Commission and available to the public.

**RESPONSE TO REQUESTS FOR PRODUCTION OF DOCUMENTS
NO. 1**

Traffic exchanged between Cingular Network and Kentucky Group Networks during the period between 20-JAN-2006 and 18-FEB-2006

Outgoing from Cingular (in seconds)

To Cingular Network	Duration of Call (in seconds)
From Kentucky Group	
XXXXXXXX	XXXXXX
XXXXXXXX	XXXXXX
XXXXXXXX	XXXXXX
XXXXXXXX	XXXXXX
WEST KENTUCKY RURAL TELEPHONE COOPERATIVE, INC.	XXXXXX
XXXXXXXX	XXXXXX
SOUTH CENTRAL RURAL TELEPHONE COOPERATIVE CORP., INC.	XXXXXX
XXXXXXXX	XXXXXX
XXXXXXXX	XXXXXX
XXXXXXXX	XXXXXX
XXXXXXXX	XXXXXX
XXXXXXXX	XXXXXX
XXXXXXXX	XXXXXX
XXXXXXXX	XXXXXX
DUO COUNTY TELEPHONE COOPERATIVE CORP., INC.	XXXXXX
XXXXXXXX	XXXXXX
BALLARD RURAL TELEPHONE COOPERATIVE CORP., INC.	XXXXXX

Incoming to
Cingular (in
seconds)

Total Traffic (in
seconds)

Traffic Ratio Traffic Ratio

Duration of Call (in seconds)
XXXXXX
XXXXXX
XXXXXX
XXXXXX
XXXXXX
XXXXXX
XXXXXX
XXXXXX
XXXXXX
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XXXXXX

Mobile/Land Land/Mobile

XXXXXX XXXXXX
XXXXXX XXXXXX
XXXXXX XXXXXX
XXXXXX XXXXXX
58% 42%
XXXXXX XXXXXX
73% 27%
XXXXXX XXXXXX
XXXXXX XXXXXX
XXXXXX XXXXXX
XXXXXX XXXXXX
XXXXXX XXXXXX
XXXXXX XXXXXX
88% 12%
XXXXXX XXXXXX
56% 44%

Verification

AFFIDAVIT OF WILLIAM H. BROWN

BEFORE ME, the undersigned authority, on this 5th day of September, 2006, personally appeared William H. Brown, who being by me duly sworn on oath deposed and said:

1. My name is William H. Brown. My position with New Cingular Wireless PCS, LLC, successor to BellSouth Mobility LLC, BellSouth Personal Communications LLC and Cincinnati SMSA Limited Partnership d/b/a Cingular Wireless ("Cingular") is Senior Interconnection Manager.
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.

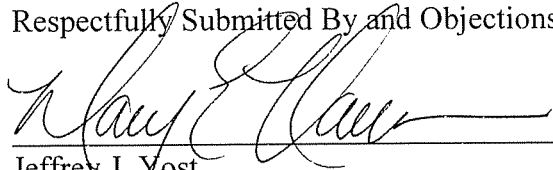
William H. Brown
William H. Brown

Sworn to and subscribed to before me this 5th day of September, 2006, to certify which witness my hand and seal.

Glenn J. Puylopa

My Commission Expires: 5/25/2007.

Respectfully Submitted By and Objections By:



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Mary Elisabeth Naumann
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(405) 359-1718

Counsel for New Cingular Wireless PSC, LLC,
Successor to BellSouth Mobility LLC, BellSouth
Personal Communications LLC and Cincinnati
SMSA Limited Partnership d/b/a
Cingular Wireless

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing document was served on the parties listed below by first class mail, postage prepaid, the 7th day of September, 2006.

Philip R. Schenkenberg
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