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September 7, 2006

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PUBLIC SERVICE  
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**Via Hand Delivery**

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

**Re: *Petition of Peoples Rural Telephone Cooperative, 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; Case No. 2006-00298***

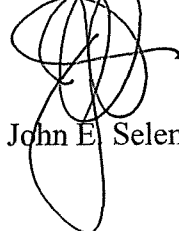
Dear Ms. O'Donnell:

I have enclosed for filing in the above-styled case the original and ten (10) copies of Peoples Rural Telephone Cooperative, Inc.'s Answers and Responses to CMRS Provider's Information Requests.

Thank you, and if you have any questions, please call me.

Very truly yours,

DINSMORE & SHOHL LLP



John E. Selent

JES/bmt  
Enclosure

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cc: Kendrick R. Riggs, Esq.  
Douglas F. Brent, Esq.

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PUBLIC SERVICE  
COMMISSION

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

In the Matter of:

Petition of Peoples Rural Telephone Cooperative, )  
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. 2006-00298

**PEOPLES RURAL TELEPHONE COOPERATIVE, INC.'S ANSWERS AND  
RESPONSES TO CMRS PROVIDERS' INFORMATION REQUESTS**

Peoples Rural Telephone Cooperative, Inc. (the "Company"), by counsel and pursuant to the July 25, 2006 order of the Kentucky Public Service Commission ("Commission"), hereby answers and responds to the information requests of T-Mobile USA, Inc. Powertel/Memphis, Inc. and T-Mobile Central LLC ("T-Mobile"); and Cellco Partnership d/b/a Verizon Wireless, GTE Wireless of the Midwest Incorporated, and Kentucky RSA No. 1 Partnership ("Verizon Wireless").

**GENERAL OBJECTIONS**

The following general objections are incorporated by reference, as if fully set forth therein, into the answers and responses provided below.

1. To the extent the Information Requests of the CMRS Providers seek information regarding or otherwise related to the establishment of any rates in the proposed interconnection agreement, the Company hereby objects that such request(s) are unduly burdensome in light of the fact that, as noted in previous filings in this matter, the Company has not previously conducted or been required to conduct the TELRIC studies mandated by the Commission's July

25, 2006 order (the "Order") in this matter. Accordingly (and without limitation), much of the requested data relating to specific network equipment and piece-by-piece network configuration has not been maintained in the general course of the Company's business. The Company has moved the Commission to bifurcate this matter into cost/price and non-cost/non-price matters, with the former category to proceed on a separate procedural track to be established. In light of that request, the rationales therefor, and this objection, the Company proposes that such requests be answered or responded to consistent with the separate procedural schedule requested in its motion to bifurcate.

2. The Company objects to the issue headings included in the CMRS Providers' information requests (and repeated in response, below) because they do not accurately reflect the issue(s) involved in this matter.

### **INFORMATION REQUESTS**

#### **General**

1.1 Excluding the CMRS Providers, please identify each Telecommunications Carrier to whom you (or another carrier using your facilities) have originated any Telecommunications Traffic or from whom you have terminated any Telecommunications Traffic either directly or indirectly during the past 12 months pursuant to a written agreement. If the written agreement was filed with the Commission, identify the Docket No. and sufficient additional detail to permit a copy of such agreement, including any and all amendments thereto, to be requested and obtained from the Commission. If the agreement has not been filed with the Commission, please provide a copy of such agreement, as well as all amendments thereto.

**ANSWER:** The Company objects that the phrases "or another carrier using your facilities" and "either directly or indirectly" are vague and ambiguous. Without waiving its objection, the Company states as follows. The Company refers the CMRS Providers to the charts attached hereto as Exhibit 1.

1.2 Excluding the CMRS Providers, please identify each Telecommunications Carrier to whom you (or another carrier using your facilities) have originated any Telecommunications Traffic or from whom you have terminated any Telecommunications Traffic either directly or indirectly during the past 12 months without the benefit of a written agreement.

**ANSWER:** The Company objects that the phrases "or another carrier using your facilities" and "either directly or indirectly" are vague and ambiguous. The Company further objects that

this interrogatory is overbroad and unduly burdensome Without waiving its objection, the Company states as follows. The Company refers the CMRS Providers to the charts attached hereto as Exhibit 1.

1.3 For each Telecommunications Carrier identified in response to Interrogatory 1.2, please identify whether the traffic is being originated or terminated based upon agreed terms and, if so, please identify any agreed upon rate for the termination and/or transport of such traffic, traffic ratio(s) and (if the Telecommunications Carrier is a CMRS carrier) interMTA factor(s).

**ANSWER:** The Company incorporates by reference, as if fully set forth herein, its objections to Interrogatory 1.2. The Company further objects that the phrase "agreed terms" is vague and ambiguous. Without waiving its objection, the Company refers the CMRS Providers to the charts attached hereto as Exhibit 1. In addition, where applicable, see the corresponding Interconnection Agreement filed with the Commission and accessible through the Commission's website.

1.4 Please identify each Telecommunications Carrier identified in response to Interrogatory 1.1 or 1.2 that is either an Affiliate to you, or is an Affiliate to another person or entity to which you are also an Affiliate.

**ANSWER:** The Company incorporates by reference, as if fully set forth herein, its objections to Interrogatories 1.1 and 1.2. The Company further objects that this interrogatory is overbroad, unduly burdensome, not relevant to the subject matter of the pending action, and not reasonably calculated to lead to the discovery of admissible evidence insofar as it seeks the identify of Affiliates of Affiliates. Without waiving its objections, the Company identifies the following Affiliates: Peoples Rural Telephone Long Distance and Appalachian Wireless.

1.5 Provide the names of all Telecommunications Carriers with which you currently exchange any traffic on a bill and keep basis.

**ANSWER:** The Company refers the CMRS Providers to the chart attached hereto as Exhibit 1.

1.6 Identify all of your Affiliates, and the Telecommunications, information, or cable services provided by all such Affiliates. Identify any Affiliate that offers intra-lata toll, IXC, cable, wireless or information services to your landline customers.

**ANSWER:** The Company objects that this interrogatory is overbroad, unduly burdensome, not relevant to the subject matter of the pending action, and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving its objections, the Company refers the CMRS Providers to its answer to Interrogatory 1.4.

1.7 Identify each tandem owned by you and state whether each tandem is located in the same or a different building as your end office switch. If the tandem is located in the same building as an end office switch, identify the end office switch by CLLI code.

**ANSWER:** The Company objects that this interrogatory is overbroad, unduly burdensome, not relevant to the subject matter of the pending action, and not reasonably calculated to lead the discovery of admissible evidence. Without waiving its objection, the Company refers the CMRS Providers to the charts attached hereto as Exhibit 1. The Company further refers the CMRS Providers to information available in the Local Exchange Routing Guide ("LERG") and the Commission's website.

1.8 Identify all of your tandem or end office switches connected to a BellSouth tandem, and the type of trunks (e.g., one-way, two-way, Feature Group C) between the two switches.

**ANSWER:** The Company objects that this interrogatory is overbroad and unduly burdensome. Without waiving its objection, the Company refers the CMRS Providers to the charts attached hereto as Exhibit 1.

1.9 Complete the form attached as Exhibit 1, providing the requested information for each exchange in which you are certificated to provide Telecommunications Service as an incumbent local exchange carrier. Provide your response in electronic form.

**ANSWER:** The Company objects that this interrogatory is overbroad, unduly burdensome, not relevant to the subject matter of the pending action, and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving its objections, the Company refers the CMRS Providers to the charts attached hereto as Exhibit 1. In addition, see information readily available in the Local Exchange Routing Guide ("LERG") and the Commission's website.

1.10 Provide a network diagram for your network showing your switches, transmission nodes, interoffice routes, intercompany transmission facilities, feeder facilities and call record data collection points. Include capacity and in-service plant associated with each switch, node, route, and/or facility.

**ANSWER:** The Company objects that this interrogatory is overbroad, unduly burdensome, not relevant to the subject matter of the pending action, and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving its objections, the Company refers the CMRS Providers to the charts attached hereto as Exhibit 1. In addition, see information readily available in the Local Exchange Routing Guide ("LERG") and the Commission's website.

1.11 Complete the form attached as Exhibit 2, providing the requested local calling and EAS calling information for each exchange you serve. Provide your response in electronic form.

**ANSWER:** The Company objects that this interrogatory is overbroad, unduly burdensome, not relevant to the subject matter of the pending action, and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving its objections, see answer to information request 1.9.

**Issue # 2: Should the Interconnection Agreement apply to traffic exchanged directly, as well as through traffic exchanged indirectly through BellSouth or any other intermediary carrier?**

1.12 Excluding the CMRS Providers, please identify each Telecommunications Carrier (1) with whom you have not established direct interconnection trunks, and (2) to whom you have originated any Telecommunications Traffic or from whom you have terminated any Telecommunications Traffic during the past 12 months.

**ANSWER:** The Company objects that this interrogatory is overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. The Company further objects that the phrase "direct interconnection trunks" is unduly vague and ambiguous. Without waiving its objections, the Company refers the CMRS Providers to the charts attached as Exhibit 1.

1.13 Please identify where (i.e., physical interconnection location(s)) and describe how (i.e., type of trunk group, and nature of traffic currently exchanged over each trunk group) Respondent's network is currently interconnected with the BellSouth network.

**ANSWER:** The Company objects that this interrogatory is overbroad, unduly burdensome, not relevant to the subject matter of the pending action, and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving its objections, the Company refers the CMRS Providers to the charts attached hereto as Exhibit 1. In addition, see information readily available in the Local Exchange Routing Guide ("LERG") and the Commission's website.

1.14 Identify any technical limitations on your ability to continue to receive traffic from the CMRS Providers on facilities that are carrying that traffic today (i.e., via the BellSouth network). Identify any technical limitations on your ability to deliver locally-dialed traffic to the CMRS Providers via the BellSouth network. If you contend that you need to install any additional facilities or augment any existing facilities in order exchange traffic indirectly with the CMRS Providers after January 1, 2007, describe in detail the facilities and state why they are necessary.

**ANSWER:** The Company objects that this interrogatory is overly broad, unduly burdensome, not relevant to the subject matter of the pending action, and not reasonably calculated to lead to the discovery of admissible evidence. The Company further objects that the phrases "technical limitations," "ability to continue to receive traffic," "facilities that are carrying that traffic today," "deliver locally-dialed traffic," "via the BellSouth network," "install any additional facilities," "augment any existing facilities," "exchange traffic indirectly" are vague and ambiguous. Without waiving its objections, the Company states that traffic delivery depends upon adequate capacity and appropriate network routing.

1.15 Does BellSouth currently combine CMRS Provider traffic with other traffic types and deliver such combined traffic to you over the same trunk group(s)? If so, please identify each trunk group over which combined traffic is delivered to you by BellSouth, and each type of traffic that you contend BellSouth has combined for delivery over that trunk group.

**ANSWER:** The Company objects that this interrogatory is overbroad, unduly burdensome, not relevant to the subject matter of the pending action, and not reasonably calculated to lead to the discovery of admissible evidence. The Company further objects that the phrase "trunk group" is vague and ambiguous. The Company further objects that it cannot answer a question directed at the practices of a non-party to this proceeding because it has no direct knowledge of that non-party's practices. Without waiving its objections, the Company refers the CMRS Providers to the charts attached hereto as Exhibit 1.

1.16 Identify any IXC that obtains access to your network without connecting directly to your network. For each IXC identified, provide the tandem to which it is connected.

**ANSWER:** The Company objects that this interrogatory is overbroad, unduly burdensome, not relevant to the subject matter of the pending action, and not reasonably calculated to lead to the discovery of admissible evidence. The Company further objects that the phrase "connecting directly to your network" is unduly vague and ambiguous. Without waiving its objections, the Company refers the CMRS Providers to the charts attached hereto as Exhibit 1.

1.17 Describe the negotiations that you have engaged in with BellSouth pursuant to Section 3.01 of the settlement agreement attached as Exhibit 1 to your petition. Provide all documents exchanged between you and BellSouth in conjunction with such negotiations, and identify the terms you have proposed "to govern BellSouth's provision of transit ... with respect to any continuing CMRS provider traffic" after January 1, 2007.

**ANSWER:** The Company objects that this interrogatory is overly broad, unduly burdensome, not relevant to the subject matter of the pending action, and not reasonably calculated to lead to the discovery of admissible evidence. The Company further objects to any characterization implying that it had an obligation to: (i) enter into any negotiations with BellSouth; or (ii) transit any CMRS traffic after January 1, 2007. Without waiving its objections, the Company states that it has received letters from BellSouth in the general form of the attached documents.

**Issue # 3: Does the Interconnection Agreement apply only to traffic within the Commonwealth of Kentucky?**

1.18 Describe any technical reasons why the parties should exchange only intrastate traffic pursuant to the Interconnection Agreement.

**ANSWER:** The Company objects that the phrase "technical reasons" is vague and ambiguous. The Company further objects to the mischaracterization that CMRS negotiations ever progressed to a point where an issue such as this could have been negotiated. Without waiving its objections, the Company states that the interconnection agreement was designed (as are all interconnection agreements) to address the terms and conditions for the exchange of local traffic within the Company's local exchange area.



**Issue # 4: Should the Interconnection Agreement apply to fixed wireless services?**

1.19 Define the term “fixed wireless services” as used in your proposed Interconnection Agreement and identify legal authority on which you rely to argue that such services would not subject to the Interconnection Agreement.

**ANSWER:** The Company objects that discovery is designed to permit a party to discover the potential existence of admissible evidence, not to obtain legal research at the burden of the responding party, and this interrogatory is therefore not reasonably calculated to lead to the discovery of admissible evidence. The Company further objects to this interrogatory on the ground that, to the extent that the CMRS Providers do not offer what is commonly understood in the industry to be fixed wireless services, this interrogatory is not reasonably calculated to lead to the discovery of admissible evidence. Without waiving its objections, the Company states that fixed wireless services is a commonly understood term in the telecommunications industry, and the Company's proposed use of that term corresponds to typical industry usage.

**Issue # 6: Can the RLECs use industry standard records (e.g., EMI 11-01-01 records provided by transiting carriers) to measure and bill CMRS Providers for terminating mobile-originated Telecommunications Traffic?**

1.20 Do you currently have the capability to accurately measure CMRS-originated traffic delivered to you through a third party's tandem?

**ANSWER:** The Company objects that this interrogatory is not relevant to the subject matter of the present action and not reasonably calculated to lead to the discovery of admissible evidence. The Company further objects to any implication that it has an obligation (after the expiration of the parties' settlement agreement) to accept transit traffic from a third-party. Without waiving its objections, the Company states that it does not have such capability.

1.21 If the answer to Interrogatory 1.20 is yes, name and describe the hardware/software providing such capability.

**ANSWER:** Not applicable.

1.22 For each type of traffic that BellSouth delivers to you, please state what call detail information BellSouth provides to you, if any, that identifies such traffic by traffic type, message quantity, call duration, or originating party.

**ANSWER:** The Company objects that this interrogatory is overly broad, unduly burdensome, not relevant to the subject matter of the pending action, and not reasonably calculated to lead to the discovery of admissible evidence. The Company further objects to any implication that it has an obligation (after the expiration of the parties' settlement agreement) to accept transit traffic from a third-party. Without waiving its objections, the Company states that BellSouth's obligations with respect to delivery of CMRS traffic data should be consistent with the terms of the existing CMRS settlement agreement attached to the Companies petition in this matter.

1.23 Have you ever received from BellSouth or another third party a report (regardless of format) listing minutes of use of traffic that you have terminated from a Telecommunications Carrier with whom you have not established direct interconnection trunks? If so, please provide a copy of such report for the most recent one-month period.

**ANSWER:** The Company objects that this interrogatory is unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. The Company further objects to any implication that it has an obligation (after the expiration of the parties' settlement agreement) to accept transit traffic from a third-party. The Company further objects that the phrase "direct interconnection trunks" is vague and ambiguous. Without waiving its objections, the Company refers the CMRS Providers to the response to Interrogatory No. 1.22.

1.24 If the answer to Interrogatory 1.23 is "no," has BellSouth or another third party ever offered to provide such a report to you? If so, identify the terms of the offer made to you.

**ANSWER:** The Company objects that this interrogatory is overly broad, unduly burdensome, not relevant to the subject matter of the pending action, and not reasonably calculated to lead to the discovery of admissible evidence. The Company further objects to any implication that it has an obligation (after the expiration of the parties' settlement agreement) to accept transit traffic from a third-party. Without waiving its objections, the Company refers the CMRS Providers to the response to Interrogatory 1.22.

1.25 If you continue to receive the call detail information you currently receive, or if you were to receive the call detail information that has been offered to you, can you use that information to bill the CMRS Providers for terminating traffic?

**ANSWER:** The Company objects that this interrogatory is not relevant to the subject matter of the present action and not reasonably calculated to lead to the discovery of admissible evidence. The Company further objects to any implication that it has an obligation (after the expiration of the parties' settlement agreement) to accept transit traffic from a third-party. Without waiving its objections, the Company states that the billing records supplied by BellSouth pursuant to the parties' CMRS settlement agreement have not, historically, been accurate.

**Issue # 8: Pursuant to 47 C.F.R. § 51.703 and 51.709, what are the Parties' obligations to pay for the costs of establishing and using direct interconnection facilities?**

1.26 How do you propose to share facilities costs if one of the CMRS Providers directly connects with you?

**ANSWER:** The Company objects that the phrases "share facilities costs" and "directly connects" are vague and ambiguous. Without waiving its objection, the Company refers the CMRS Providers to the template interconnection agreement attached to the arbitration petition.

1.27 Do you currently share with BellSouth the cost of the facilities used for direct interconnection between BellSouth and you?

**ANSWER:** The Company objects that this interrogatory is not relevant to the subject matter of the pending action, and not reasonably calculated to lead to the discovery of admissible evidence. The Company further objects to any implication that it has an obligation (after the expiration of the parties' settlement agreement) to accept transit traffic from a third-party. The Company further objects that the word "share," and the phrases "cost of the facilities" and "direct interconnection" are vague and ambiguous. Without waiving its objections, the Company states that BellSouth purchases trunks pursuant to the Company's applicable state access tariff.

1.28 If the answer to Interrogatory 1.27 is yes, describe the nature of the sharing arrangement, and provide copies of all documents explaining or describing that sharing arrangement.

**ANSWER:** Not applicable.

**Issue # 10: Is each RLEC required to develop a company-specific, TELRIC-based rate for transport and termination, what should that rate be for each RLEC, and what are the proper rate elements and inputs to derive that rate?**

1.29 Provide your most recent interstate and intrastate access cost studies.

**ANSWER:** The Company objects that this interrogatory is overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. The Company further objects to any implication that it has ever been obligated under applicable federal law to perform cost studies in relation with the proposed interconnection. In addition, the Company objects on the grounds that it seeks confidential, proprietary information. Without waiving its objections, the Company states that it has never performed TELRIC studies.

1.30 If your rates are not reflected in NECA Tariff F.C.C. No. 5, please identify your interstate switched access rates for local switching, tandem switched facility, tandem switched termination, and tandem switching.

**ANSWER:** Not applicable.

1.31 Provide a copy of each "response to the RTCs' recent inquiries of available consultants" referenced in the Prefiled Direct Testimony of Steven E. Watkins. Provide a copy of any other inquiries of consultants since January of 2004 related to the preparation of network cost studies.

**ANSWER:** The Company objects that this interrogatory is overly broad, unduly burdensome, not relevant to the subject matter of the pending action, and not reasonably calculated to lead to the discovery of admissible evidence. The Company further objects that the phrases "inquires of consultants" and "preparation of network cost studies" are vague and ambiguous. The Company further objects to any implication that communications are always written or documented in some manner. Without waiving its objections, the Company states that it has made no such inquiries.

1.32 With regard to page 5 of the Prefiled Direct Testimony of Steven E. Watkins in Case No. \_\_\_\_\_, provide a complete citation to any and all FCC Orders or court decisions that support Mr. Watkins' conclusion that "there is an equally evolving policy recognition that so-called 'TELRIC' studies are problematic and should be abandoned."

**ANSWER:** The Company objects that discovery is designed to permit a party to discover the potential existence of admissible evidence, not to obtain legal research at the burden of the responding party, and this interrogatory is therefore not reasonably calculated to lead to the discovery of admissible evidence. Without waiving its objections, the Company states that Mr. Watkins's testimony contains relevant citations.

1.33 With regard to page 7 of the Prefiled Direct Testimony of Steven E. Watkins, provide a complete citation to any and all FCC Orders or court decisions that support Mr. Watkins' conclusion that "the FCC also doubts, as a fundamental matter, the efficacy of the TELRIC study approach."

**ANSWER:** The Company objects that discovery is designed to permit a party to discover the potential existence of admissible evidence, not to obtain legal research at the burden of the responding party, and this interrogatory is therefore not reasonably calculated to lead to the discovery of admissible evidence. Without waiving its objections, the Company states that Mr. Watkins's testimony contains relevant citations.

1.34 Provide a listing and complete description of all network functionalities or elements that comprise "transport and termination" as that term is used in Mr. Watkins' testimony. If "transport and termination" can be comprised of more than one possible combination of network functionalities or elements, provide a description of all such combinations.

**ANSWER:** The Company objects that this interrogatory and request for production is overly broad and unduly burdensome. The Company further objects that the phrase "transport and termination" is widely utilized in the telecommunications industry, and Mr. Watkins' usage of that terminology in his testimony is consistent with that typical industry usage.

1.35 With regard to the answer to the question posed on page 13 of the Prefiled Direct Testimony of Steven E. Watkins, is it Mr. Watkins' position that the unit costs of interstate access are based on total minutes of use for a given network functionality (including both access and non-access minutes)? If the answer is anything other than an unqualified "no," explain in detail the basis for Mr. Watkins' position.

**ANSWER:** The Company objects that the phrase "unit costs of interstate access are based on total minutes of use for a given network functionality (including both access and non-access minutes)" is vague and ambiguous. Without waiving its objection, the Company states as follows. It is Mr. Watkins' understanding that interstate access rate elements are based on relative usage cost studies that separate and identify interstate access costs of the companies and that the rates are developed by dividing the interstate access costs by the interstate access usage

for each element. Interstate usage is access usage. The total network costs of the ITCs are not considered in the development of intrastate and interstate rates because a portion of the ITCs' costs are allocated and recovered via Universal Service sources. If the total company network costs of a particular functional network element of an ITC (e.g., transport or end office switching) were divided by the total intrastate and interstate usage of that functional element, the answer would not be the same as the interstate access rate determination.

1.36 With regard to any cost testimony you file on August 23 (in accordance with the Commission's August 18 Order), a) identify and provide all documents on which you rely to support any conclusions drawn, b) identify and provide all documents reviewed by the witness in preparing the testimony, c) identify and provide all documents exchanged between you and the witness, and d) identify and provide all documents exchanged between your attorneys or consultants and your witness.

**ANSWER:** The Company objects that no cost testimony was filed on August 23. The Company further objects that this interrogatory and request for production is overbroad, unduly burdensome, and it seeks information and documentation subject to the attorney-client and attorney work product privileges.

**Issue # 12: Should the Interconnection Agreement provide both reciprocal and net billing options?**

1.37 Why do you oppose preparing and sending a net bill for intercarrier compensation? Provide the terms of any arrangements whereby you currently "net bill" intercarrier compensation with any Telecommunications Carrier with whom you exchange traffic?

**ANSWER:** The Company objects to the mischaracterization that CMRS negotiations ever progressed to a point where an issue such as this could have been negotiated. The Company further objects that the phrase "net bill" is vague and ambiguous. The Company further objects that this discovery request is overly broad and unduly burdensome.

**Issue # 13: If a CMRS Provider does not measure intercarrier traffic for reciprocal compensation billing purposes, what intra-MTA traffic factors should apply?**

1.38 Identify any CMRS Provider that bills you for intraMTA traffic by the application of a percentage factor to your bill to the CMRS Provider.

**ANSWER:** The Company objects to this interrogatory as unduly burdensome and harassing insofar as it seeks information regarding the CMRS Providers' billing practices. Without waiving this objection, the Company states that the CMRS Providers should be in possession of information sufficient to answer this discovery request without the assistance of the Company.

1.39 If you have done studies to determine the number of minutes of (a) Telecommunications Traffic (which term includes land-to-mobile intraMTA traffic routed via IXC) originated by your landline customers and delivered to a CMRS Provider and/or (b)

Telecommunications Traffic originated by a CMRS Provider respectively and terminated to you, provide copies of all such studies, including the number of minutes, timeframe, and supporting data.

**ANSWER:** The Company objects that this interrogatory is overly broad, unduly burdensome, not relevant to the subject matter of the pending action, and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving its objections, the Company states that it has not conducted any such traffic studies.

**Issue # 15: What is the appropriate compensation for interMTA traffic?**

1.40 State how you propose the parties compensate each other for interMTA traffic that may be exchanged under the Interconnection Agreement.

**ANSWER:** The Company refers the CMRS Providers to the template interconnection agreement that was attached to the arbitration petition.

1.41 Do you have the capability to determine whether any specific mobile-to-land or land-to-mobile call is originated and terminated in different MTAs? If so, explain how that determination would be made.

**ANSWER:** The Company objects that this interrogatory is not relevant to the subject matter of the present action and not reasonably calculated to lead to the discovery of admissible evidence. The Company further objects that the terms "originated" and "terminated" are unduly vague and ambiguous as used herein. Without waiving its objections, the Company states that it is presently unable to determine the physical whereabouts of an end-user of the CMRS Providers when that end-user calls an end-user of the Company.

**Issue # 16: Are the RLECs required to provide dialing parity (in terms of both numbers of digits dialed and rates charged) for land to mobile traffic?**

1.42 Identify the facilities that are used to carry traffic between your exchanges and the carriers with numbers in associated EAS exchanges.

**ANSWER:** The Company objects that this interrogatory is overbroad, unduly burdensome, not relevant to the subject matter of the pending action, and not reasonably calculated to lead to the discovery of admissible evidence. The Company further objects that the word "facilities" is vague and ambiguous. Without waiving its objections, the Company refers the CMRS Providers to the charts attached hereto as Exhibit 1.

1.43 Identify any technical limitations on your ability to allow your customers to dial a local CMRS Provider number (i.e. a number in your exchange or associated EAS exchange) without dialing more digits or paying more charges than if the call had been made to an ILEC customer with a number in the same exchange as the CMRS Provider number.

**ANSWER:** The Company objects that the phrases "technical limitations" and "local CMRS Provider number" are vague and ambiguous. The Company further objects that this interrogatory seeks the mental impressions of counsel and other information and advice that is subject to the attorney-client and attorney work product privileges. The Company further objects to any implication that it is required or able to exchange traffic with a third-party intermediary. Without waiving its objections, the Company states that the ability of its end-users to place local calls to CMRS Provider end-users is dependent upon the existence of appropriate interconnection terms, conditions, and facilities. Given the impending expiration of the CMRS settlement agreement and the ongoing arbitration proceeding, this interrogatory does not provide enough information for the Company to answer.

1.44 If a CMRS Provider has not established direct interconnection trunks with you, will you allow your customers to make a local call to a CMRS Provider number assigned in the originating exchange or EAS area?

**ANSWER:** The Company objects that the phrase "direct interconnection trunks" is vague and ambiguous. The Company further objects that this interrogatory seeks the mental impressions of counsel and other information and advice that is subject to the attorney-client and attorney work product privileges. The Company further objects to any implication that it is required or able to exchange traffic with a third-party intermediary. Without waiving its objections, the Company states that the interrogatory does not provide enough information for the Company to answer.

1.45 Do you perform an N-1 LRN query? If yes, is it from the end office or the tandem? If no, does another carrier perform the N-1 query for you?

**ANSWER:** The Company objects that this interrogatory is not relevant to the subject matter of the pending action, and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving its objection, the Company states that it does not perform N-1 LRN queries.

1.46 If your company does not perform the N-1 LRN query, how does it determine which calls to place on direct trunks?

**ANSWER:** The Company objects that this interrogatory not relevant to the subject matter of the pending action, and not reasonably calculated to lead to the discovery of admissible evidence. The Company further objects that the phrase "direct trunks" is unduly vague and ambiguous. Without waiving its objections, the Company states that it determines the default route based on ownership of the NXX.

**Issue # 18: Should RLEC tariff provisions be incorporated into the contract?**

1.47 Identify all tariff provisions you propose be incorporated into the Interconnection Agreement.

**ANSWER:** The Company refers the CMRS Providers to the template interconnection agreement that was attached to the arbitration petition.

**Issue # 19: Under what circumstances should a Party be permitted to block traffic or terminate the Interconnection Agreement?**

1.48 If a CMRS Provider does not establish direct interconnection trunks with you, do you intend to block inbound or outbound CMRS Provider traffic?

**ANSWER:** The Company objects that the phrase "direct interconnection trunks" and the word "block" are vague and ambiguous. The Company further objects that this interrogatory seeks the mental impressions of counsel and other information and advice that is subject to the attorney-client and attorney work product privileges. The Company further objects to any implication that it is required or able to exchange traffic with a third-party intermediary. Without waiving its objections, the Company states that the interrogatory does not provide enough information for the Company to answer.

1.49 Identify the circumstances, if any, in which you believe traffic blocking is appropriate.

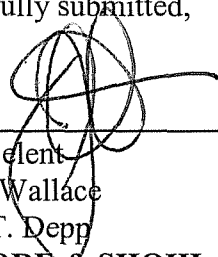
**ANSWER:** The Company incorporates by reference, as if fully set forth herein, its answer to Interrogatory 1.48.

**Issue # 24: Should the CMRS Providers be required to provide "rolling" six months' forecasts of "traffic and volume" requirements?**

1.50 Identify why traffic and volume forecasts are necessary, what they would include, and why they need to be provided on a "rolling" six months' basis?

**ANSWER:** The Company refers the CMRS Providers to the template interconnection agreement that was attached to the arbitration petition. The Company further states that forecasts are a typical component of network planning and, as the CMRS Providers should be aware, a typical component of interconnection agreements. Rolling forecasts provide the most accurate picture of anticipated network needs.

Respectfully submitted,



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John E. Selent  
Holly C. Wallace  
Edward T. Depp  
**DINSMORE & SHOHL LLP**  
1400 PNC Plaza  
500 West Jefferson Street  
Louisville, Kentucky 40202



(502) 540-2300 (telephone)  
(502) 585-2207 (fax)


**COUNSEL TO PEOPLES RURAL  
TELEPHONE COOPERATIVE  
CORPORATION, INC.**

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a copy of the foregoing was on this 7<sup>th</sup> day of September, 2006 served via United States mail, postage prepaid upon the following:

Kendrick R. Riggs, Esq.  
Douglas F. Brent, Esq.  
Stoll Keenon Ogden PLLC  
2000 PNC Plaza  
500 West Jefferson Street  
Louisville, Kentucky 40202  
kendrick.riggs@skofirm.com  
douglas.brent@skofirm.com

*Counsel to T-Mobile and Counsel to Verizon*



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**COUNSEL TO PEOPLES RURAL  
TELEPHONE COOPERATIVE  
CORPORATION, INC.**

**BELLSOUTH**

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**BellSouth Telecommunications, Inc.**  
600 North 19th Street  
8th Floor  
Birmingham, AL 35203

December 7, 2005

Greg Hale – General Manager  
Logan Telephone Cooperative  
10725 Bowling Green Road  
P. O. Box 97  
Auburn, KY 42206-0097


Dear Mr. Hale:

In accordance with Section 3.01 of the CMRS transit traffic Settlement Agreement, approved by the Kentucky Public Service Commission in Case No. 2003-00045, and effective May 1, 2004, BellSouth and the Rural LEC's are to begin by January 1, 2006, negotiations necessary to govern BellSouth's provision of transit service with respect to any CMRS Provider traffic terminated to the Rural LECs after the expiration of the Settlement Agreement. The Agreement further states that in the event that any Signatory CMRS Provider desires to continue to route CMRS Provider traffic destined for the Rural LEC's through BellSouth's network after the expiration of the Agreement on December 31, 2006, the Signatory CMRS Provider must initiate interconnection negotiations with the Rural LEC's consistent with Section 251 and Section 252 of the Act by no later than January 1, 2006.

Agreements reached between the Rural LECs and Signatory CMRS Providers as a result of the negotiations scheduled to commence on the earlier of the date of request by the Signatory CMRS Providers or January 1, 2006, will govern the exchange of traffic between the Signatory CMRS Providers and the Rural LECs through BellSouth's network. Because those negotiations will be deemed to have commenced no later than January 1, 2006, negotiations and any potential arbitrations should be complete by December 31, 2006. However, in accordance with Section 3.01 of the Settlement Agreement, BellSouth is also willing to negotiate transit traffic arrangements with the Rural LECs. Any such negotiations should address any traffic between a third party carrier and the Rural LEC that utilizes BellSouth's network, regardless of who originates or terminates the call.

Please feel free to call me on 205-321-2013 to schedule an initial meeting regarding the negotiations.

Sincerely,



Gene Lunceford  
Account Manager  
BellSouth Telecommunications

July 14, 2006

To: All Kentucky ICO's  
From: Gene Lunceford, BellSouth Telecommunications  
Subject: Transit Traffic in Kentucky

On December 7, 2005, I wrote to you concerning the CMRS transit traffic Settlement Agreement. I appreciate the response from many of you that indicated your intent to negotiate new agreements with the CMRS providers in Kentucky. Hopefully, these negotiations are progressing successfully.

Several of the letters I received from you expressed the expectation that BellSouth would inform the CMRS providers that BellSouth would no longer provide intermediary services unless contracts were in place between the CMRS providers and independent companies after December 31, 2006. To ensure that traffic will flow between carriers as intended for the benefit of all end user customers, BellSouth will not block traffic unless ordered by a state Public Service Commission to do so.

In addition, there are no provisions for BellSouth to pay for the termination of traffic between CMRS providers and independent companies after December 31, 2006, the termination date for the existing agreement. Provisions for the payment of this terminating traffic should be negotiated between the carriers who originate and terminate the traffic in question. The Settlement Agreement provides verbiage on an arbitration process if negotiations with the CMRS providers prove to be unsuccessful.

We would like to propose a meeting with the independent companies in Kentucky to discuss and negotiate CMRS transit traffic and related transit traffic issues. We are open to an industry meeting, meeting with a representative group of ICO's or meeting with an ICO representative. Please let me know by July 28, 2006 how you would like to proceed and when would be a convenient time for a meeting.

Sincerely,

*Gene Lunceford*

Gene Lunceford  
Account Manager  
BellSouth Telecommunications  
205-321-2013



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BellSouth Telecommunications, Inc.  
Interconnection  
600 North 19th Street  
8th Floor  
Birmingham, AL 35203

August 18, 2006

Greg Hale – General Manager  
Logan Telephone Cooperative  
10725 Bowling Green Road  
Auburn, Kentucky 42206

Dear Mr. Hale:

Thank you for your response to the letter I sent to you on July 14, 2006, a copy of which I enclose for your convenience.

As I indicated in that letter, there are no provisions for BellSouth to pay for the termination of traffic between CMRS providers and independent companies after December 31, 2006, the termination date for the existing agreement. While we remain hopeful that negotiations and/or arbitration with the CMRS providers will result in a satisfactory compensation arrangement, the existing agreement also calls for BellSouth and the independent companies to negotiate a transit arrangement. Therefore, as I have previously requested, we need to discuss and negotiate the transit traffic issues we have before the end of the year.

In a good faith effort to get these negotiations started, I am enclosing a draft Third Party Traffic Agreement relating to transit traffic issues for your review and consideration. Please send me any comments you have on the agreement. Additionally, in a further attempt to get our negotiations started, I am offering to host a meeting in Louisville, Kentucky at 10:00 AM EST on October 11, 2006 with the independent companies in Kentucky to discuss the enclosed agreement. If this time is not convenient for you, please provide me with an alternative date and time. If you would like me to negotiate with a representative on your behalf, please provide me with the name and contact information for that individual, and I will contact him or her directly.

Please confirm by September 15 that you or your representative will be available on October 11 for these discussions or provide me with further information on how you would like to proceed. Upon receiving confirmation from you that you or your representative will be able to meet on October 11, I will finalize the meeting arrangements.

I look forward to our discussions and to our successful negotiation of these matters.

Sincerely,

A handwritten signature in cursive script that reads "Gene Lunceford".

Gene Lunceford  
Account Manager  
BellSouth Telecommunications  
205-321-2013

Enclosures

8/6/04

AGREEMENT FOR FACILITIES-BASED NETWORK INTERCONNECTION AND  
RECIPROCAL COMPENSATION FOR TRANSPORT AND TERMINATION OF  
TELECOMMUNICATIONS TRAFFIC  
(CMRS-LEC AGREEMENT)

This Agreement, effective this 1st day of August, 2004, is made and entered into by and between East Kentucky Network, LLC d/b/a Appalachian Wireless, a limited liability company organized under the laws of the Commonwealth of Kentucky (hereinafter referred to as EKN) and Peoples Rural Telephone Cooperative Corporation, Inc. a corporation organized under the laws of the Commonwealth of Kentucky (hereinafter referred to as PRTC), as follows:

WITNESSETH:

WHEREAS, EKN is a Commercial Mobile Radio Services ("CMRS") provider licensed by the Federal Communications Commission ("FCC") to provide CMRS; and

WHEREAS, PRTC is a local exchange carrier ("LEC") providing telecommunications services in the Commonwealth of Kentucky; and

WHEREAS, EKN desires to connect its facilities to those of PRTC in accordance with the terms and conditions of this Agreement and interchange traffic for the provision of telecommunications service; and

WHEREAS, PRTC is willing to provide such connection and interchange traffic for the provision of telecommunications service as provided herein;

NOW, THEREFORE, in consideration of the premises hereinafter contained, PRTC and EKN hereby agree as follows:

1. DESCRIPTION OF SERVICE

- 1.1 This Agreement provides PRTC equipment, facilities and services (referred to as "Service") for the interconnection and interchange of domestic public cellular radio telecommunications trafficked between EKN and PRTC.
- 1.2 Service will be provided by an end office Type 1 interconnection arrangement as defined in Bell Communications Research publication TR-NPL-00145.
- 1.3 This Type 1 interconnection provides for the termination of EKN originated calls to directory numbers in the local calling area (including EAS) of the specific PRTC exchange(s) and for the origination of calls from directory numbers in the local calling area (including EAS) of the specific PRTC

exchange(s) that can be terminated directly to EKN customers via the connecting trunks provided pursuant to this Agreement.

- 1.4 Directory listings of EKN customers in PRTC directories are not included in the Service provided pursuant to this Agreement.

## 2. SERVICE PROVISION

- 2.1 Connecting trunks between any PRTC central office and the EKN Mobile Telephone Switching Office (MTSO) will be provided as mutually agreed to by the Parties.
- 2.2 Service will be provided by EKN placing an order to PRTC using the normal PRTC ordering procedures for connecting trunks between the PRTC central office and the EKN MTSO.
- 2.3 Signaling arrangements, digit out pulsing, answer and disconnect supervisory signaling and other equipment interconnection features will be as mutually agreed to by the Parties.

## 3. TROUBLE REPORTING, TESTING AND PROTECTION

- 3.1 In order to facilitate reporting of troubles and interruptions and to coordinate the restoration of Service provided to EKN by PRTC under this Agreement, PRTC will designate a Trouble Reporting Control Office (TRCO) and furnish to EKN a telephone number for such TRCO. Where possible, PRTC will provide EKN a seventy-two (72) hour advance notice of scheduled service interruptions affecting EKN operations.
- 3.2 When EKN reports a trouble or interrupted condition, it will first have used its best efforts to isolate the problem to the facilities of PRTC.
- 3.3 EKN and PRTC will make cooperative tests, as appropriate, to minimize trouble and interrupted conditions.
- 3.4 The characteristics and methods of operation of any circuits, facilities or equipment of EKN connected with circuits, facilities or equipment of PRTC pursuant to this Agreement shall not interfere with or impair other services of PRTC or its connecting and concurring carriers involved in such services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or to the public.

- 3.5 If such characteristics or methods of operation are not in accordance with Paragraph 3.4 above, PRTC will notify EKN of such discrepancy and non-compliance. EKN shall work diligently to correct any discrepancy or non-compliance. EKN shall immediately cease and desist any operation that interferes with or impairs the normal provisioning of telephone service to PRTC customers.

#### 4. RATES AND CHARGES

- 4.1 EKN is responsible for the payment of all rates, charges and deposits due to PRTC under the terms of this Agreement.
- 4.2 Charges for Service provided pursuant to this Agreement shall consist of:
- (a.) switched usage charges for terminating EKN traffic on the local exchange network,
  - (b.) monthly recurring charges for connecting trunks between PRTC central offices and the EKN MTSO at the approved tariff rates in the intrastate access tariff of PRTC, and
  - (c.) non-recurring and/or special construction charges as may be applicable to services or facilities requested by EKN.
- 4.3 Switched usage charges for the termination of EKN originated traffic interchanged with PRTC and destined to points on the local exchange network will be on an access minutes of use basis. Such traffic destined to points within the local calling scope of the PRTC central offices serving EKN will be at the rate of:
- Switched Usage Rate: \$0.0150
- 4.4 In the event that terminating access minutes cannot be measured, either on a temporary or permanent basis, the Parties will negotiate an assumed monthly minutes of use for purposes of Paragraph 4.2.
- 4.5 Monthly recurring charges, non-recurring charges and special construction charges for connecting trunks, special construction and other services and facilities as requested by EKN, will be invoiced to EKN at tariff or other applicable rates in accordance with normal PRTC billing procedures. The charges for connecting trunks within the EAB are shown on Exhibit No. 1, attached hereto and made a part hereof.



- 4.6 Exhibits to the Agreement may be added, deleted or modified as necessary to reflect changes in facilities requested, central office connections or changes in approved tariff rates.

## 5. DEPOSIT

Since EKN has established a satisfactory credit rating with PRTC, no deposit will be required for Service provided pursuant to this Agreement.

## 6. BILLING AND PAYMENT

- 6.1 PRTC will submit to EKN, no later than the tenth (10<sup>th</sup>) day of each month an invoice for the Service provided hereunder for the proceeding month pursuant to the rates and charges contained in Paragraph 4.
- 6.2 Payment is due upon receipt of invoice and considered past due in not received within thirty (30) days of the invoice date.
- 6.3 A delinquent charge of twelve percent (12%) per annum will be imposed on undisputed amounts past due.

## 7. MISCELLANEOUS

- 7.1 The performance of the Parties under this Agreement shall be excused by labor difficulties, governmental orders, civil commotions, acts of God and other circumstances beyond the reasonable control of the Parties.
- 7.2 Each Party agrees to indemnify and hold harmless the other Party for libel, slander, copyright, trademark or patent infringement arising from the provision of Service hereunder and claims for injuries or damages for the negligent or willful actions of the employees, agents, contractors or representatives of the indemnifying Party.
- 7.3 All information furnished by one Party to the other and identified as confidential by the furnishing Party, will not be distributed, provided or disclosed by the other Party except by order of a court or regulatory body of competent jurisdiction.
- 7.4 This Agreement may not be assigned by either Party without the written permission of the other Party, which shall not be unreasonably withheld.
- 7.5 All notices, demands, or requests which may be given by one Party to the other under this Contract (other than trouble reports and notice of interruption

pursuant to Paragraph 3) shall be in writing and shall be deemed to have been duly given on the date delivered in person or deposited, postage, prepaid, in the United States Mail via certified mail return receipt requested, or sent via telex, telefax or cable, and addressed as follows:

Peoples Rural Telephone Cooperative Corp, Inc.  
Hwy. 421 S.  
P.O. Box 159  
McKee, KY 40447

And to EKN, addressed as follows:

East Kentucky Network, LLC d/b/a Appalachian Wireless  
P.O. Box 405  
Prestonsburg, KY 41653

## 8. TERMINATION

- 8.1 The initial term of this Agreement shall be for one (1) year beginning with the effective date shown above and shall automatically renew for successive one (1) year terms unless terminated by either party upon sixty (60) days written notice prior to the expiration of any term, or as otherwise provided herein.
- 8.2 This Agreement shall terminate immediately upon the suspension, revocation or termination of the license or other authorization of EKN to provide Commercial Mobile Radio Services in the geographic area of PRTC.
- 8.3 This Agreement may be terminated by PRTC upon not less than thirty (30) days written notice to EKN, for failure to pay undisputed amounts past due PRTC pursuant to the provisions of this Agreement.
- 8.4 This Agreement may be terminated at any time mutual consent of both Parties and written notification thereof.

IN WITNESS WHEREOF, the Parties hereto execute this Agreement on  
this 14th day of July, 2004.

East Kentucky Network, LLC  
d/b/a Appalachian Wireless

By: Laura Phipps

Printed: Laura Phipps

Title: General Manager

Peoples Rural Telephone  
Cooperative Corporation, Inc.

By: Keith Gabbard

Printed: Keith Gabbard

Title: General Manager







