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PUBLIC SERVICE
COMMISSION

VIA HAND DELIVERY

Jeff Derouen, Executive Director
Kentucky Public Service Commission
211 Sower Blvd
P.O. Box 615
Frankfort, KY 40602-0615

Re: In the Matter of an Investigation in the Traffic Dispute Between Windstream Kentucky East, LLC, Brandenburg Telephone Company and MCI metro Access Transmission Services, LLC d/b/a Verizon Access, Case No. 2008-00203.

Dear Mr. Derouen:

The purpose of this letter is to respond to the April 22, 2011 letter (the "Letter") filed by Windstream Kentucky East, LLC ("Windstream East") in the above-referenced matter. In that letter, Windstream East uses the upcoming informal conference as an opportunity, once again, to request that the Public Service Commission of the Commonwealth of Kentucky (the "Commission") order Brandenburg Telephone Company ("Brandenburg Telephone"), MCI metro Access Transmission Services, LLC ("MCI metro"), or both, to pay for the use of Windstream East's network.

Windstream East's request is not new; nor is the fact that its request is unsupported by the Commission's own precedent. As Brandenburg Telephone has consistently maintained throughout these proceedings, and now reasserts in response to Windstream East's Letter, Brandenburg Telephone cannot be held liable in this instance because the charges that Windstream East would have Brandenburg Telephone pay are incurred outside of Brandenburg Telephone's service territory.¹

¹ *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, Kentucky Public Service Commission Case No. 2006-00215, 2007 Ky. PUC LEXIS 191, *9-10 (Order of March 19, 2007).* (hereinafter *CMRS-RLEC Arbitrations*).

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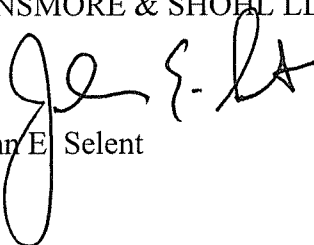
As an ILEC, Brandenburg Telephone's traffic exchange obligations are limited by law to its own service territory boundaries. The Commission has previously determined that "[t]he Act is careful to explain that an ILEC's obligation to interconnect . . . extends only to a "point within the carrier's network." *CMRS-RLEC Arbitrations* at *9-10. The Commission has also "recognize[d] that an RLEC, as an ILEC, cannot be required to establish interconnection points beyond its network." *Id.* at *24. Brandenburg Telephone has no obligation to pay for transiting charges incurred outside of its network as a result of MCImetro's intransigence in refusing to enter into an appropriate traffic exchange agreement.

Accordingly, Windstream East, if it is entitled to any relief, is entitled to relief only against MCImetro, who should pay for the free service it has been receiving for over five years. Brandenburg Telephone is merely a hostage to MCImetro's intransigence and Windstream East's prior agreement with MCImetro to transit the traffic in question. (*See*, Section 13 of Attachment 12 ("Compensation") of the November 14, 2005 interconnection agreement between Windstream and MCImetro.) The Commission should, therefore, disregard Windstream East's continued and ill-founded requests that Brandenburg Telephone should pay for any transiting costs it claims to have incurred.

Thank you and please contact me with any questions.

Very truly yours,

DINSMORE & SHOHL LLP


John E. Selent

JES/lb

Enclosures

cc: All parties of record