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Dinsmore & Shohl LLP
ATTORNEYS

John E. Selent
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August 5, 2008

Via Hand Delivery

Hon. Stephanie Stumbo
Executive Director
Public Service Commission
211 Sower Blvd.
P. O. Box 615
Frankfort, KY 40601

Re: In the Matter of: Windstream Kentucky East, LLC v. Brandenburg Telephone Company and MCIMetro Access Transmission Services, LLC d/b/a Verizon Wireless, Case No. 2008-00203

Dear Ms. Stumbo:

Enclosed for filing in the above-referenced case, please find one original and ten (10) copies of Brandenburg Telephone Company's prehearing issues statement.

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

Very truly yours,

DINSMORE & SHOHL LLP

A handwritten signature in black ink, appearing to be 'John E. Selent', written over a large, stylized circular flourish.

John E. Selent

JES/kwi
Enclosures

cc: All Parties of Record

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

In the Matter of:

AN INVESTIGATION IN THE TRAFFIC)
DISPUTE BETWEEN WINDSTREAM)
KENTUCKY EAST, LLC, BRANDENBURG)
TELEPHONE COMPANY AND MCIMETRO) Case No. 2008-00203
ACCESS TRANSMISSION SERVICES, LLC)
D/B/A VERIZON ACCESS)

BRANDENBURG TELEPHONE COMPANY'S PREHEARING ISSUES STATEMENT

Brandenburg Telephone Company ("Brandenburg"), by counsel and pursuant to the July 11, 2008 procedural order entered by the Public Service Commission of the Commonwealth of Kentucky (the "Commission") in this matter, hereby identifies the following issues likely to be implicated in the August 19, 2008 hearing (the "Hearing") in this matter.

Generally speaking, Brandenburg believes the relevant issues likely to be implicated at the Hearing are those same issues identified in Brandenburg's formal complaint in Case No. 2008-00239 (the "Complaint") and the 3:56 p.m. e-mail sent by Brandenburg's counsel to the Commission Staff and all parties of record on June 20, 2008 (Exhibit 7 to that Complaint). More specifically (and as framed in the context of this matter), those issues are as follows.

1. Whether MCImetro can avoid entering into a traffic exchange agreement defining the rights and obligations associated with its exchange of traffic with Brandenburg;¹
2. Whether Brandenburg is obligated to establish dedicated traffic exchange facilities to a point of interface located outside Brandenburg's incumbent network;²

¹ Despite its refusal to do so with Brandenburg, MCImetro does not contest that it voluntarily entered into such an agreement with South Central Rural Telephone Cooperative Corporation, Inc.

3. Whether Brandenburg is required to pay MCImetro for the transport and termination of extended area service ("EAS") traffic;³
4. Whether Brandenburg is required to pay MCImetro for the transport and termination of traffic destined for ISP's served by MCImetro;
5. Whether Brandenburg is required to pay MCImetro for the transport and termination of traffic destined for ISP modems located outside of Kentucky;
6. Whether the Commission has the authority to award Windstream the damages (including claims for attorneys' fees) it seeks to recover; and
7. (If the Commission is authorized to award damages to Windstream...) Whether Brandenburg is obligated to pay the *untariffed charges that Windstream believes are appropriate* to reimburse it for the estimated expenses it alleges it has incurred in delivering Brandenburg-originated traffic to MCImetro.⁴

Brandenburg states that this prehearing issues statement represents its best effort to identify the issues that it believes are likely to be implicated at the Hearing of this matter. Nevertheless, and given the simultaneous filing of prehearing issues statements in this matter, Brandenburg hereby expressly reserves the right to supplement and amend this statement based upon the prehearing

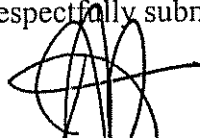
² MCImetro admits that it receives more than two million minutes of traffic from Brandenburg on a monthly basis.

³ MCImetro admits that it has no traffic exchange agreement by which Brandenburg would be obligated to pay for the transport and termination of this traffic. Moreover, the Sixth Circuit has expressly rejected (on federal preemption grounds) attempts to tariff charges of this nature. See *Verizon North v. Strand*, 367 F.3d 577, 584-85 (6th Cir. 2004) (holding that the tariffing of such charges is tantamount to a "fist slamming down on the scales" of negotiation required by the Telecommunications Act of 1996).

⁴ Exhibit 4 to Brandenburg's complaint in Case No. 2008-00239 shows where Windstream, itself, agreed to perform the very traffic delivery about which it now complains. Notably, Windstream made no mention of any charge that would be assessed against Brandenburg in connection with delivering the traffic onward to MCImetro.

statements filed by other parties to this matter and/or the evidence sought to be presented at the Hearing.

Respectfully submitted,



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Counsel to Brandenburg Telephone Company

CERTIFICATE OF SERVICE

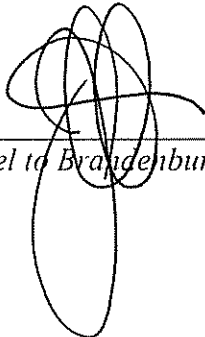
I hereby certify a true and accurate copy of the foregoing was served, by first-class United States mail, sufficient postage prepaid, on the following individuals this 5th day of August, 2008.

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